

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W9127S-05-R-0012	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 19-May-2005	PAGE OF PAGES 1 OF 143
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY CODE W9127S CONTRACTING DIVISION USACE, LITTLE ROCK (W9127S) 700 W. CAPITOL AVE, RM 7018 LITTLE ROCK AR 72201-3225 TEL: FAX: (501) 324-5196		8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold; padding: 20px;">See Item 7</div> TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME HELEN E MCCULLOUGH		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (501)324-5720 EXT 1163	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> REHAB AND PAINT TAINTER GATES AND STOPLOGS, LOCK AND DAM #5, JEFFERSON COUNTY, ARKANSAS, ARKANSAS RIVER The purpose of this work is to rehabilitate and paint tainter gates at Lock and Dam 5 on the Arkansas River. This work will involve the following: repair and replacement of structural steel members (skin plate T-ribs, braces, etc.); replace side seal assemblies (steel angles, rubber seals, bolted fasteners, gaskets, etc.); blast-clean and paint 15 tainter gates, 30 gate hitch blocks, and 15 machinery platforms; clean and regrease 30 gate hoist machine gears; install anodes for cathodic protection; replace grease fittings and regrease 30 hitch blocks; blast-clean and paint 26 60-foot stoplogs.				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>742</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See Section 00800)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>3</u> copies to perform the work required are due at the place specified in Item 8 by 04:00 PM <u> </u> (hour) local time <u>20 Jun 2005</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES
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18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ **28. NEGOTIATED AGREEMENT** *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ **29. AWARD** *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

SECTION B
BIDDING SCHEDULE
(To be attached to SF 1442)A

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	BASE BID Gates 1, 2 & 3				
0001	Mobilization	Lump	Sum	\$_____	\$_____
0002	Replacement of Structural Steel Members				
0002A	First 22 Members	22	EA	\$_____	\$_____
0002B	Over 22 Members	5	EA	\$_____	\$_____
0003	Replacement of Structural Tee on Skin Plate				
0003A	First 45 Sections	45	EA	\$_____	\$_____
0003B	Over 45 Sections	22	EA	\$_____	\$_____
0004	Heat and Straighten Structural Steel Members				
0004A	First 9 Members	9	EA	\$_____	\$_____
0004B	Over 9 Members	8	EA	\$_____	\$_____
0005	Grinding of Members				
0005A	First 150 Linear Feet	150	Linear Foot	\$_____	\$_____
0005B	Over 150 Linear Feet	20	Linear Foot	\$_____	\$_____
0006	Miscellaneous Welding				
0006A	First 80 Hours	80	Hours	\$_____	\$_____
0006B	Over 80 Hours	8	Hours	\$_____	\$_____
0007	Blast Cleaning and Painting 3 Tainter Gates	Lump	Sum	XXX	\$_____
0008	Blast Cleaning and Applying 3 Coats of Coal Tar Epoxy Paint to 6 Gate Hitch Blocks	Lump	Sum	XXX	\$_____
0009	Stop Log Installation and Removal – 3 Bays	Lump	Sum	XXX	\$_____
0010	Removal, Preparation, Furnish, Installation and Adjustment of Side Seal Assemblies on 3 Tainter Gates	Lump	Sum	XXX	\$_____

0021	Power-Tool Cleaning and Applying 3 Coats of Paint on Tainter Gate Hoist Platforms	Lump	Sum	XXX	\$_____
0022	Stop Log Installation and Removal				
0022A	First 12 Bays	12	EA	\$_____	\$_____
0022 B	Over 12 Bays	6	EA	\$_____	\$_____
0023	Removal, Preparation, Furnish, Installation and Adjustment of Side Seal Assemblies on 12 Tainter Gates	Lump	Sum	XXX	\$_____
0024	Replacement of 7.5 lb. Anodes	348	EA	XXX	\$_____
0025	Replacement of 44 lb. Anodes	360	EA	XXX	\$_____
0026	Cleaning and Regreasing 30 Gate Hoist Machine Gears	Lump	Sum	XXX	\$_____
0027	Spare Anodes	Lump	Sum	XXX	\$_____
0028	Blast Cleaning and Painting 60-foot stoplogs				
0028A	First 5 60-foot Stoplogs	5	EA	\$_____	\$_____
0028B	Over 5 60-foot Stoplogs	10	EA	\$_____	\$_____
0029	Replacing Grease Fittings and Regreasing 24 Hitch Blocks	Lump	Sum	XXX	\$_____
0030	Demobilization	Lump	Sum	XXX	\$_____
	TOTAL BID PRICE – OPTION 1 \$ _____				
	OPTION 2				
0031	Additional Repairs to Cable Hitch Blocks	Lump	Sum	\$_____	\$_____
	TOTAL BID PRICE – OPTION 2 \$ _____				

TOTAL BID PRICE – BASE BID plus OPTION 1 plus OPTION 2 \$ _____

SECTION 00100 BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.211-1	Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29	AUG 1998
52.211-2	Availability of Specifications Listed in the DoD Index of Specifications and Standards (DODISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DOD 5010.12-L	DEC 2003
52.211-4	Availability for Examination of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions	JUN 1988
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.216-1	Type Of Contract	APR 1984
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002
52.228-1	Bid Guarantee	SEP 1996
52.233-2	Service Of Protest	AUG 1996
52.236-27 Alt I	Site Visit (Construction) (Feb 1995) - Alternate I	FEB 1995
52.236-28	Preparation of Proposals --Construction	OCT 1997
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-5	Authorized Deviations In Provisions	APR 1984
52.1000-4004	RECEIPT OF OFFERS (APR 1984) (LRD)	MAY 2002
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.211-7002	Availability For Examination Of Specifications, Standards, Plans, Drawings, Data Item Descriptions, And Other Pertinent Documents	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
52.1000-4001	MAGNITUDE OF CONSTRUCTION (OCT 1994) (LRD)	MAY 2002
52.1000-4002	OFFEROR'S QUALIFICATIONS (APR 1984) (LRD)	MAY 2002

Section 00100 - Bidding Schedule/Instructions to Bidders

TECHNICAL AND PRICE PROPOSALS (DEC 1996) (LRD)

The Technical and Price Proposals shall be submitted in separate sealed packages. Each shall be clearly marked as to its content, i.e. project title, Technical or Price, solicitation number, name and address of the offeror, and the time specified for receipt. The proposal submittal shall include an original and five (5) copies of the Technical Proposal, and one (1) original of the Price Proposal.

EVALUATION FACTORS FOR AWARD (DEC 1996) (LRD)**(A) BASIS OF AWARD –**

Subject to the terms and conditions contained herein, award will be made to a single Offeror. No proposal will be accepted that does not contain clear and concise evidence of the Offeror's ability to provide work in accordance with this solicitation.

- (1) The government will evaluate each proposal strictly in Accordance with its content and will not assume that performance will include areas not specified in the Offeror's proposal.
- (2) Award will be made to the Offeror who's offer will be Most advantageous to the Government, considering the evaluation factors stated below. The technical proposal is considered significantly more important than cost or price for evaluation purposes.
- (3) All offerors are advised that the Government intends to evaluate proposals and award this contract without discussions with offerors (other than a request for clarifications for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal). However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary at which time discussions will be conducted with all offerors determined to be in the competitive range. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. Do not assume you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

(B) EVALUATION FACTORS – In selecting the Offeror most advantageous to the Government, the following factors will be considered. These factors and sub-factors are listed in descending order of importance. Technical evaluation will be based on information listed in clause titled CONTENTS OF TECHNICAL PROPOSALS (DEC 1996) (LRD) below.

Factor 1 – Construction Plan**Subfactor 1 - Work/Management Plan****Subfactor 2 - QC Processes, Staffing/Structure and Experience****Subfactor 3 - Safety Plan****Subfactor 4 - Construction Schedule****Factor 2 – Past Performance****Factor 3 – Experience****Factor 4 – Subcontracting Plan****(C) PRICE**

(1) The Offeror shall submit, with the price proposal, a Completed Standard Form 1442, completed Bidding Schedule, completed Section 00600 (Representation and Certifications) and a Bid Guarantee (See Bid Guarantee Requirement in this section).

(2) The technical proposal is significantly more important than cost or price. The Government is interested in proposals that offer value in quality performance with appropriate

technical skills and quality control at a fair and reasonable price.

CONTENTS OF TECHNICAL PROPOSALS (DEC 1996)(LRD)

Offerors are advised that the technical evaluation and rating of proposals are conducted in strict confidence in that technical evaluation personnel review and rate each proposal without knowledge of the price offered. Offerors are required to segregate their cost and pricing information. Failure to provide information listed below will result in an unacceptable rating.

CONSTRUCTION PLAN

1. Work/Management Plan - The Offeror shall discuss how subcontractors will be integrated into the project and how they will be controlled (as it relates to timely completion and quality of work). A list of the major equipment that will be used with emphasis on the location of the floating plant during work and the equipment placement on the floating plant shall be provided. Included sizes and capacities of crane(s) and barges to be used. Catalog cuts for equipment and data sheets for repair materials will be required. Offeror shall include a detailed description of methods and equipment to be used for each operations to complete all work. A work schedule shall accompany the work sequence of operations to complete the work. A work schedule shall accompany the work sequence and it shall also reflect consideration for fluctuations in water levels. A procedure shall be provided that clearly shows how protected property will remain undisturbed (concrete pier faces, handrails, etc). Include a written procedure, with supplemental sketches or drawing of temporary gate supports, describing how additional hitch block repairs (Option 2) are to be performing. A general discussion of the quality control plan, which specifically addresses how quality will be assured on this project, shall be provided. The Offeror shall discuss the method/process by which construction deficiencies will be handled and will describe how the Offer's staff will interface with Government personnel.

2. QC Staffing/Structure and Experience - Describe the positions required/proposed to implement the Quality Control Plan. Include a description or flow chart showing lines of authority and responsibilities for each position indicated. Provide the names, qualifications, and experience (in resume format), duties, responsibilities and authorities of each person proposed to have a QC function on this project.

3. Safety Plan - The Offeror shall provide a thorough description of the how the work on this project will be accomplished safely. Include methods for fall prevention while accessing work areas and while working on the gate. Include a discussion on any scaffolding system that may be used. Include a discussion of how all applicable Occupational Safety and Health Administration (OSHA) standards as well as the standards of EM 385-1-1 will be met.

4. Construction Schedule - The Offeror shall describe the overall approach in accomplishing the work, including the sequence of each of the major work items. A construction schedule in bar chart format shall be submitted which breaks the work down gate by gate.

EXPERIENCE:

The Offeror shall identify the contract title, contract number, dollar value, client name and address, location of work, and point of contact (with telephone number) for each of the projects listed. A minimum of three projects of similar size and scope are required. If major work items (i.e. excavation, concrete, gates, bridge, or embankment construction) are proposed to be accomplished by a subcontractor, a minimum of three projects must also be furnished for the subcontractor(s). For each project listed, provide a brief description of the scope of work. This shall include the types of skills involved in accomplishing the work. Discuss any unique or difficult aspects of the project and how this experience directly enhances your chances of success on this project.

PAST PERFORMANCE:

Evaluation of past performance will be a subjective assessment based on consideration of all relevant facts and circumstances.

- The Offeror shall illustrate overall satisfactory past performance in providing the required services in Government or comparable private sector projects for work of similar scope, size, and complexity. For each reference and project listed, the Offeror shall explain how each relates to the work requirements of this solicitation. References provided shall be selected from the list furnished under "Experience."
- The Government may contact clients other than those identified. In investigating an Offeror's past performance, the Government will consider information in the Offeror's proposal as well as information that may be obtained from other sources.
- The Government will evaluate the Offeror, not only as to extent of past performance but also the relative size and complexity of past projects. The Government will also consider whether the Offeror has consistently demonstrated outstanding, satisfactory, or unsatisfactory quality of work, a commitment to customer satisfaction, timely completion of work, and proven technical and management ability.

SUBCONTRACTING PLAN:

Offerors who meet the small business size standards for this procurement are not required to submit a subcontracting plan and will receive a neutral evaluation for this rating factor. Offers considered as large businesses are required to submit a subcontracting plan in accordance with FAR Clause 52.219- 9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, located in Section 00700. Past performance of offerors in complying with the requirements of this clause will be evaluated based on government projects listed for Experience above. However, information may also be obtained from other sources known to the Government.

SUBCONTRACTING GOALS:

Small Business and Small Disadvantaged Business Subcontracting Plan (applicable to large businesses only). The Subcontracting plan required by FAR 19.704 will be evaluated in accordance with AFARS Appendix DD. The following minimum percentage goals must be included in the subcontracting plan to be considered acceptable:

Small Business Subcontractors	41.3%	(Includes Small Disadvantaged, Women and Veteran-Owned Businesses)
Small Disadvantaged Businesses	15.8%	(Includes Historically Black Colleges or Universities/Minority Institution)
Women Owned Small Businesses	5.6%	
Historically Black Colleges or Universities/Minority Institutions	13.9%	
Service-Disabled Veteran-Owned Small Business	1%	
HubZone Businesses	7.5%	

SECTION 00100 – Bidding Schedule/Instructions to Bidders

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service, Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 2003)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.dla.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2179, Facsimile (215) 697-1462.

(End of provision)

52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

Corps of Engineers, Little Rock District
700 West Capitol Avenue
Little Rock, AR 72201
Monday-Friday, 8:00-4:00, Telephone (501) 324-5634, Ext 1414

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the

responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
Jefferson County, 31.2%	Jefferson County, 6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
 - (2) Employer's identification number of the subcontractor;
 - (3) Estimated dollar amount of the subcontract;
 - (4) Estimated starting and completion dates of the subcontract; and
 - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Pine Bluff, AR., Jefferson County.
- (End of provision)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent

domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20% percent of the bid price.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Corps of Engineers, 700 West Capitol Avenue, Little Rock, Arkansas 72201.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the

Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--
10:00 a.m., June 2, 2005

(c) Participants will meet at--
Pine Bluff Project Office
4305 Charles W. Wooden Rd.
Pine Bluff, AR, (located adjacent to the Emmett Sanders Lock and Dam No. 4.

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DOD FAR Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.1000-4004 RECEIPT OF OFFERS (APR 1984) (LRD)

Sealed offers for the work described herein will be received until the date and local time stated on the SF1442. Handcarried offers must be deposited in the offer depository located at the Federal Building, 700 West Capitol Avenue, Little Rock, Arkansas, in Room 7412, up to fifteen minutes before bid opening time on opening day, and in Room 7408 thereafter until bid opening time. Bids will be publicly opened in Room 7408 at the local time and date stated on the SF1442.

(End of Provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

Specifications Unit
Little Rock District, Corps of Engineers
700 West Capitol Avenue
Little Rock, Arkansas 72201
(Insert complete address)

(End of Clause)

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

- (1) Furnishing all plant, labor, equipment, appliances, and materials; and
- (2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

52.1000-4001 MAGNITUDE OF CONSTRUCTION (OCT 1994) (LRD)

The estimated cost range of the project is from \$1,000,000 to \$5,000,000.

(End of Provision)

52.1000-4002 OFFEROR'S QUALIFICATIONS (APR 1984) (LRD)

Before an offer is considered for award, the Offeror may be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.

(End of Provision)

Section 00600 - Representations & Certifications

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	DEC 2001
52.219-1 Alt I	Small Business Program Representations (May 2004) Alternate I	APR 2002
52.219-19	Small Business Concerns Representation For The Small Business Competitiveness Demonstration Program	OCT 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.230-1	Cost Accounting Standards Notices And Certification	JUN 2000
52.1000-4006 III	ENCLOSURES	MAY 2002
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods or factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is \$28,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ \$1 million or less

____ 51 - 100 ____ \$1,000,001 - \$2 million

____ 101 - 250 ____ \$2,000,001 - \$3.5 million

____ 251 - 500 ____ \$3,500,001 - \$5 million

____ 501 - 750 ____ \$5,000,001 - \$10 million

____ 751 - 1,000 ____ \$10,000,001 - \$17 million

____ Over 1,000 ____ Over \$17 million

(End of provision)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official
Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal
Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the

exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

52.1000-4006 III ENCLOSURES

Encl 1	Bid Bond (SF 24)
Encl 2	Previous Contract History
Encl 3	Financial Information
Encl 4	Disclosure of Lobbying Activities (SF LLL)
Encl 5	Sample Subcontracting Plan

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export

Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

Section 00700 - Contract Clauses

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984

52.225-9	Buy American Act--Construction Materials	JAN 2005
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity--Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-5	Cost Accounting Standards--Educational Institutions	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.246-12	Inspection of Construction	AUG 1996
52.248-3 Alt I	Value Engineering--Construction (Feb 2000) - Alternate I	APR 1984
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992

252.204-7004	Alt A Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	APR 2003
252.225-7033	Waiver of United Kingdom Levies	APR 2003
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing

provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the in the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of

the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- (2) For which cost or pricing data are required; or
- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the “as of” date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the “as of” date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the amount of the adjustment shall be--

(1) For contracts and subcontracts that are subject to full coverage under the Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99), the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12); and

(2) For contracts and subcontracts that are not subject to full coverage under the CAS, the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

(End of clause)

52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate or reduce a PRB plan. If PRB fund assets revert, or inure, to the Contractor or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by FAR 31.205-6(o)(6). The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirements of FAR 15.408(j).

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)--ALTERNATE II (OCT 2001).

- (a) This clause does not apply to small business concerns.
- (b) Definitions. As used in this clause--

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in

support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror’s total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizaions.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein;

provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis -Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(c) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis -Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis -Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis -Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis -Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis -Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis -Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis -Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(i) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the

Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis -Bacon Act, Contract Work Hours and Safety Standards Act-- Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis -Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis -Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with

employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a

year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

- (2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;
- (3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;
- (4) Makes a good-faith effort to meet its individual goals and timetables; and
- (5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 - (i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.
 - (j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 - (k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.
 - (l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.
 - (m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.
 - (n) The Contractor shall designate a responsible official to--
 - (1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;
 - (2) Submit reports as may be required by the Government; and
 - (3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is

committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65."

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements

of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

- (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (i) Major group code 10 (except 1011, 1081, and 1094.
 - (ii) Major group code 12 (except 1241).
 - (iii) Major group codes 20 through 39.
 - (iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- (5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

- (1) The Contractor shall notify the Contracting Officer; and
- (2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year

during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JAN 2005)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....
Domestic construction material...
Item 2			
Foreign construction material....
Domestic construction material...

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://epls.arnet.gov/News.html>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(d) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.
- (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon

request.

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective

date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.230-2 COST ACCOUNTING STANDARDS (APR 1998)

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this

contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is

subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)

(a) The Contractor, in connection with this contract, shall--

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard--Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.

(2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(3)(i) Follow consistently the Contractor's cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(b), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the annual rate of interest established under the Internal Revenue Code of 1986 (26 U.S.C. 6621), from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.

(2) This requirement shall apply only to negotiated subcontracts in excess of \$500,000.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

52.230-5 COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (APR 1998)

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--

(1) (CAS-covered Contracts Only). If a business unit of an educational institution required to submit a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for accumulating and allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets, and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement, if required, must be amended accordingly. If an accounting principle change mandated under Office of Management and Budget (OMB) Circular A-21, Cost Principles for Educational Institutions, requires that a change in the Contractor's cost accounting practices be made after the date of this contract award, the change must be applied prospectively to this contract and the Disclosure Statement, if required, must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR 9905 in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) or (a)(4)(iv) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(iv) Agree to an equitable adjustment as provided in the Changes clause of this contract, if the contract cost is materially affected by an OMB Circular A-21 accounting principle amendment which, on becoming effective after the date of contract award, requires the Contractor to make a change to the Contractor's established cost accounting practices.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all applicable CAS in effect on the subcontractor's award date or, if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in 48 CFR 9903.201-4 shall be inserted;

(2) This requirement shall apply only to negotiated subcontracts in excess of \$500,000; and

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(i) Established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(ii) Prices set by law or regulation, and except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (a) through (g) of this clause:

(a) Submit to the Contracting Officer a description of any cost accounting practice change, the total potential impact of the change on contracts containing a CAS clause, and a general dollar magnitude of the change which identifies the potential shift of costs between CAS-covered contracts by contract type (i.e., firm-fixed-price, incentive, cost-plus-fixed fee, etc.) and other contractor business activity. As related to CAS-covered contracts, the analysis should identify the potential impact on funds of the various Agencies/Departments (i.e., Department of Energy, National Aeronautics and Space Administration, Army, Navy, Air Force, other Department of Defense, other Government) as follows:

(1) For any change in cost accounting practices required in accordance with subparagraph (a)(3) and subdivision (a)(4)(i) of the clause at FAR 52.230-2, Cost Accounting Standards; or subparagraph (a)(3) and subdivisions (a)(4)(i) or (a)(4)(iv) of the clause at FAR 52.230-5, Cost Accounting Standards-Educational Institution; within 60 days (or such other date as may be mutually agreed to) after award of a contract requiring this change.

(2) For any change in cost accounting practices proposed in accordance with subdivision (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards-Educational Institution; or with subparagraph (a)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, not less than 60 days (or such other date as may be mutually agreed to) before the effective date of the proposed change.

(3) For any failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by subparagraph (a)(5) at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards-Educational Institution; or by subparagraph (a)(4) at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices):

(i) Within 60 days (or such other date as may be mutually agreed to) after the date of agreement with the initial finding of noncompliance, or

(ii) In the event of Contractor disagreement with the initial finding of noncompliance, within 60 days of the date the Contractor is notified by the Contracting Officer of the determination of noncompliance.

(b) After an ACO, or cognizant Federal agency official, determination of materiality, submit a cost impact proposal in the form and manner specified by the Contracting Officer within 60 days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to paragraph (a) of this clause. The cost impact proposal shall be in sufficient detail to permit evaluation, determination, and negotiation of the cost impact upon each separate CAS-covered contract and subcontract.

(1) Cost impact proposals submitted for changes in cost accounting practices required in accordance with subparagraph (a)(3) and subdivision (a)(4)(i) of the clause at FAR 52.230-2, Cost Accounting Standards; or subparagraph (a)(3) and subdivisions (a)(4)(i) or (a)(4)(iv) of the clause at FAR 52.230-5, Cost Accounting Standards-Educational Institution; shall identify the applicable standard or cost principle and all contracts and subcontracts containing the clauses entitled Cost Accounting Standards or Cost Accounting Standards-Educational Institution, which have an award date before the effective date of that standard or cost principle.

(2) Cost impact proposals submitted for any change in cost accounting practices proposed in accordance with subdivisions (a)(4) (ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards-Educational Institution; or with subparagraph (a)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices; shall identify all contracts and subcontracts containing the clauses at FAR 52.230-2, Cost Accounting Standards, FAR 52.230-5, Cost Accounting Standards-Educational Institution, and FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices.

(3) Cost impact proposals submitted for failure to comply with an applicable CAS or to follow a disclosed practice as contemplated by subparagraph (a)(5) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards-Educational Institution; or by subparagraph (a)(4) of the clause at FAR 52.230-3,

Disclosure and Consistency of Cost Accounting Practices, shall identify the cost impact on each separate CAS covered contract from the date of failure to comply until the noncompliance is corrected.

(c) If the submissions required by paragraphs (a) and (b) of this clause are not submitted within the specified time, or any extension granted by the Contracting Officer, an amount not to exceed 10 percent of each subsequent amount determined payable related to the Contractor's CAS-covered prime contracts, up to the estimated general dollar magnitude of the cost impact, may be withheld until such time as the required submission has been provided in the form and manner specified by the Contracting Officer.

(d) Agree to appropriate contract and subcontract amendments to reflect adjustments established in accordance with subparagraphs (a)(4) and (a)(5) of the clauses at FAR 52.230-2 and 52.230-5 or with subparagraphs (a)(3) or (a)(4) of the Disclosure and Consistency of Cost Accounting Practices clause at FAR 52.230-3.

(e) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5--

(1) So state in the body of the subcontract, in the letter of award, or in both (self-deleting clauses shall not be used);

(2) Include the substance of this clause in all negotiated subcontracts; and

(3) Within 30 days after award of the subcontract, submit the following information to the Contractor's cognizant contract administration office for transmittal to the contract administration office cognizant of the subcontractor's facility:

(i) Subcontractor's name and subcontract number.

(ii) Dollar amount and date of award.

(iii) Name of Contractor making the award.

(f) Notify the Contracting Officer in writing of any adjustments required to subcontracts under this contract and agree to an adjustment, based on them, to this contract price or estimated cost and fee. This notice is due within 30 days after proposed subcontract adjustments are received and shall include a proposal for adjusting the higher tier subcontract or the prime contract appropriately.

(g) For subcontracts containing the clauses at FAR 52.230-2 or 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered

by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g.,

52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for

the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect

this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall

carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(e) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the

Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for

accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved

(but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer

determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.248-3 VALUE ENGINEERING-CONSTRUCTION (FEB 2000) - ALTERNATE I (APR 1984)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only; or
 - (ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by (i) 45 percent for fixed-price contracts or (ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(h) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering--Construction clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not

terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR Supplement (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there

is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(f) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2004)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on this contract;

(2) On the board of directors of the Contractor;

(3) As a consultant, agent, or representative for the Contractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that the Contractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (301) 809-4904.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)

(a) "Definition."

"Estimating system" means the Contractor's policies, procedures, and practices for generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards. Estimating system includes the Contractor's --

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;
- (3) Internal controls and managerial reviews;
- (4) Flow of work, coordination, and communication; and
- (5) Estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.1997

(b) "General."

(1) The Contractor shall establish, maintain, and comply with an estimating system that is consistently applied and produces reliable, verifiable, supportable, and documented cost estimates that are an acceptable basis for negotiation of fair and reasonable prices.

(2) The system should be --

- (i) Consistent and integrated with the Contractor's related management systems; and
- (ii) Subject to applicable financial control systems.

(c) "Applicability". Paragraphs (d) and (e) of this clause apply if the Contractor is a large business and either --

(1) In its fiscal year preceding award of this contract, received Department of Defense (DoD) prime contracts or subcontracts, totaling \$50 million or more for which certified cost or pricing data were required; or

(2) In its fiscal year preceding award of this contract --

- (i) Received DoD prime contracts or subcontracts totaling \$10 million or more (but less than \$50 million) for which certified cost or pricing data were required; and

(ii) Was notified in writing by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

(d) "System requirements."

(1) The Contractor shall disclose its estimating system to the Administrative Contracting Officer (ACO) in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission.

(2) An estimating system disclosure is adequate when the Contractor has provided the ACO with documentation that--

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

(3) The Contractor shall --

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the ACO on a timely basis.

(e) "Estimating system deficiencies."

(1) The Contractor shall respond to a written report from the Government that identifies deficiencies in the Contractor's estimating system as follows:

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall --

(A) Within 30 days, state its agreement in writing; and

(B) Within 60 days, correct the deficiencies or submit a corrective action plan showing proposed milestones and actions leading to elimination of the deficiencies.

(ii) If the Contractor disagrees with the report, the Contractor shall, within 30 days, state its rationale for disagreeing.

(2) The ACO will evaluate the Contractor's response and notify the Contractor of the determination concerning remaining deficiencies and/or the adequacy of any proposed or completed corrective action.

(End of clause)

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAY 2004)

(a) Definitions. As used in this clause--

(1) Bearing components means the bearing element, retainer, inner race, or outer race.

(2) Miniature and instrument ball bearings means all rolling contact ball bearings with a basic outside diameter (exclusive of flange diameters) of 30 millimeters or less, regardless of material, tolerance, performance, or quality characteristics.

(b) Except as provided in paragraph (c) of this clause, all ball and roller bearings and ball and roller bearing components (including miniature and instrument ball bearings) delivered under this contract, either as end items or components of end items, shall be wholly manufactured in the United States or Canada. Unless otherwise specified, raw materials, such as preformed bar, tube, or rod stock and lubricants, need not be mined or produced in the United States or Canada.

(c)(1) The restriction in paragraph (b) of this clause does not apply to ball or roller bearings that are acquired as components if--

(i) The end items or components containing ball or roller bearings are commercial items; or

(ii) The ball or roller bearings are commercial components manufactured in the United Kingdom.

(2) The commercial item exception in paragraph (c)(1) of this clause does not include items designed or developed under a Government contract if the end item is bearings or bearing components.

(d) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7009-3 of the Defense Federal Acquisition Regulation Supplement. If the restriction is waived for miniature and instrument ball bearings, the Contractor shall acquire a like quantity and type of domestic manufacture for nongovernmental use.

(e) The Contractor shall retain records showing compliance with the restriction in paragraph (b) of this clause until 3 years after final payment and shall make the records available upon request of the Contracting Officer.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts, except those for--

(1) Commercial items other than ball or roller bearings; or

(2) Items that do not contain ball or roller bearings.

(End of clause)

252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (APR 2003)

Carbon, alloy, and armor steel plate shall be melted and rolled in the United States or Canada if the carbon, alloy, or armor steel plate--

(a) Is in Federal Supply Class 9515 or is described by specifications of the American Society for Testing Materials or the American Iron and Steel Institute; and

(b) Will be delivered to the Government or will be purchased by the Contractor as a raw material for use in a Government-owned facility or a facility under the control of the Department of Defense.

(End of clause)

252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003)

(a) The U.S. Government may attempt to obtain a waiver of any commercial exploitation levies included in the price of this contract, pursuant to the U.S./United Kingdom (U.K.) reciprocal waiver agreement of July 1987. If the U.K. grants a waiver of levies included in the price of this contract, the U.S. Government reserves the right to reduce the contract price by the amount of the levy waived plus associated indirect costs and profit or fee.

(b) If the Contractor contemplates award of a subcontract exceeding \$1 million to a U.K. firm, the Contractor shall provide the following information to the Contracting Officer before award of the subcontract:

(1) Name of the U.K. firm.

(2) Prime contract number.

(3) Description of item to which the levy applies.

(4) Quantity being acquired.

(5) Amount of levy plus any associated indirect costs and profit or fee.

(c) In the event of difficulty in identifying levies included in a price from a prospective subcontractor, the Contractor may seek advice through the Director of Procurement, United Kingdom Defence Procurement Office, British Embassy, 3100 Massachusetts Avenue NW., Washington, DC 20006.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in any subcontract for supplies where a lower-tier subcontract exceeding \$1 million with a U.K. firm is anticipated.

(End of clause)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

- (ii) Labor;
- (iii) Equipment;
- (iv) Subcontracts; and
- (v) Overhead; and
- (2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.
- (c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.
- (d) The Contractor's proposal shall include a justification for any time extension proposed.

252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (SEP 1996)

(a) Definitions. As used in this clause--

(1) Material management and accounting system means the Contractor's system or systems for planning, controlling, and accounting for the acquisition, use, issuing, and disposition of material. Material management and accounting systems may be manual or automated. They may be stand-alone systems or they may be integrated with planning, engineering, estimating, purchasing, inventory, accounting, or other systems.

(2) Valid time-phased requirements means material which is --

Needed to fulfill the production plan, including reasonable quantities for scrap, shrinkage, yield, etc.; and

(ii) Charged/billed to contracts or other cost objectives in a manner consistent with the need to fulfill the production plan.

(3) Contractor means a business unit as defined in section 31.001 of the Federal Acquisition Regulation (FAR).

(b) General. The Contractor agrees to--

(1) Maintain a material management and accounting system (MMAS) that--

(i) Reasonably forecasts material requirements;

(ii) Ensures that costs of purchased and fabricated material charged or allocated to a contract are based on valid time-phased requirements; and

(iii) Maintains a consistent, equitable, and unbiased logic for costing of material transactions.

(2) Assess its MMAS and take reasonable action to comply with the MMAS standards in paragraph (f) of this clause.

(c) Applicability. Paragraphs (d) and (e) of this clause apply only if the Contractor--

(1) Is a large business; and

(2) Received, in its fiscal year preceding award of this contract, Department of Defense prime contracts or

subcontracts, and their modifications totaling--

(i) \$70 million or more; or

(ii) \$30 million or more (but less than \$70 million), and is notified in writing by the Contracting Officer that paragraphs (d) and (e) apply.

(d) Disclosure, demonstration, and maintenance requirements. (1) The Contractor shall--

Disclose its MMAS to the Administrative Contracting Officer in writing; and

(ii) If requested by the Administrative Contracting Officer, demonstrate that the MMAS conforms to the standards in paragraph (f) of this clause.

(2) An MMAS disclosure is adequate when the Contractor has provided the Administrative Contracting Officer with documentation which--

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in its MMAS; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the adequacy of the MMAS.

(3) An MMAS demonstration is adequate when the Contractor has provided the Administrative Contracting Officer--

(i) Sufficient evidence to demonstrate the degree of compliance of its MMAS with the standards at paragraph (f) of this clause; and

(ii) Identification of any significant deficiencies, the estimated cost impact of the deficiency, and a comprehensive corrective action plan.

(4) The Contractor shall disclose significant changes in its MMAS to the Administrative Contracting Officer within 30 days of implementation.

(5) If the contractor desires the Government to protect such information as privileged or confidential, the Contractor shall--

(i) Notify the Government representative to whom the information is submitted, i.e., the ACO, or the auditor; and

(ii) Ensure an appropriate legend is on the face of the document(s) at the time of submission.

(e) Deficiencies. (1) If the Contractor receives a report which identifies deficiencies in its MMAS, the Contractor agrees to respond as follows--

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall--

(A) Within 30 days, state its agreement in writing; and

(B) Within 60 days, correct the deficiencies or submit a corrective action plan.

(ii) If the Contractor disagrees with the report findings and recommendations, the Contractor shall, within 30 days, state its rationale for each area of disagreement.

(2) The Administrative Contracting Officer shall evaluate the Contractor's response and notify the Contractor of the--

(i) Determination concerning remaining deficiencies;

(ii) Adequacy of any proposed or completed corrective action plan; and

(iii) Need for any new or revised corrective action plan.

(f) MMAS standards. MMAS systems shall have adequate internal accounting and administrative controls to ensure system and data integrity, and comply with the following:

(1) Have an adequate system description including policies, procedures, and operating instructions which comply with the Federal Acquisition Regulation and Defense FAR Supplement;

(2) Ensure that costs of purchased and fabricated material charged or allocated to a contract are based on valid time-phased requirements as impacted by minimum/economic order quantity restrictions--

(i) A 98 percent bill of material accuracy and a 95 percent master production schedule accuracy are desirable as a goal in order to ensure that requirements are both valid and appropriately time-phased.

(ii) If systems have accuracy levels below these, the Contractor shall demonstrate that--

(A) There is no material harm to the Government due to lower accuracy levels; and

(B) The cost to meet the accuracy goals is excessive in relation to the impact on the Government;

(3) Provide a mechanism to identify, report, and resolve system control weaknesses and manual override. Systems should identify operational exceptions such as excess/residual inventory as soon as known;

(4) Provide audit trails and maintain records (manual and those in machine readable form) necessary to evaluate system logic and to verify through transaction testing that the system is operating as desired;

(5) Establish and maintain adequate levels of record accuracy, and include reconciliation of recorded inventory quantities to physical inventory by part number on a periodic basis. A 95 percent accuracy level is desirable. If systems have an accuracy level below 95 percent, the Contractor shall demonstrate that--

(i) There is no material harm to the Government due to lower accuracy levels; and

(ii) The cost to meet the accuracy goal is excessive in relation to the impact on the Government;

(6) Provide detailed descriptions of circumstances which will result in manual or system generated transfers of parts;

(7) Maintain a consistent, equitable, and unbiased logic for costing of material transactions--

(i) The Contractor shall maintain and disclose written policies describing the transfer methodology and the loan/pay-back technique.

(ii) The costing methodology may be standard or actual cost, or any of the inventory costing methods in 48 CFR 9904.411-50(b). Consistency shall be maintained across all contract and customer types, and from accounting period to accounting period for initial charging and transfer charging.

(iii) The system should transfer parts and associated costs within the same billing period. In the few instances where this may not be appropriate, the Contractor may accomplish the material transaction using a loan/pay-back technique.

The "loan/pay-back technique" means that the physical part is moved temporarily from the contract, but the cost of the part remains on the contract. The procedures for the loan/pay-back technique must be approved by the Administrative Contracting Officer. When the technique is used, the Contractor shall have controls to ensure--

- (A) Parts are paid back expeditiously;
 - (B) Procedures and controls are in place to correct any overbilling that might occur;
 - (C) Monthly, at a minimum, identification of the borrowing contract and the date the part was borrowed; and
 - (D) The cost of the replacement part is charged to the borrowing contract;
- (8) Where allocations from common inventory accounts are used, have controls (in addition to those in paragraphs (b)(2) and (7) of this clause) to ensure that--
- (i) Reallocations and any credit due are processed no less frequently than the routine billing cycle;
 - (ii) Inventories retained for requirements which are not under contract are not allocated to contracts; and
 - (iii) Algorithms are maintained based on valid and current data;
- (9) Notwithstanding FAR 45.505-3(f)(1)(ii), have adequate controls to ensure that physically commingled inventories that may include material for which costs are charged or allocated to fixed-price, cost-reimbursement, and commercial contracts do not compromise requirements of any of the standards in paragraphs (f)(1) through (8) of this clause. Government furnished material shall not be--
- (i) Physically commingled with other material; or
 - (ii) Used on commercial work; and
- (10) Be subjected to periodic internal audits to ensure compliance with established policies and procedures.
- (End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the

Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

Section 00800 - Special Contract Requirements

52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
52.211-12	Liquidated Damages--Construction	SEP 2000
52.211-13	Time Extensions	SEP 2000
52.215-19	Notification of Ownership Changes	OCT 1997
52.231-5000	Equipment Ownership and Operating Expense Schedule (Mar 1995)	MAY 1999
52.236-4	Physical Data	APR 1984
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-16 Alt I	Quantity Surveys (Apr 1984) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.246-21	Warranty of Construction	MAR 1994
52.1000-4200	CONTRACTING OFFICER FOR CONTRACTS	FEB 2000
52.1000-4210	REQUIRED INSURANCE (APR 1984)	MAY 2003
252.204-7000	Disclosure Of Information	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.242-7000	Postaward Conference	DEC 1991

Section 00800 - Special Contract Requirements

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52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 742 calendar days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$212.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

**52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
MAR 1995)--EFARS**

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region _III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions (insert a summary of weather records and warnings).

(c) Transportation facilities (insert a summary of transportation facilities providing access from the site, including information about their availability and limitations).

(d) (insert other pertinent information).

(End of clause)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

52.236-16 QUANTITY SURVEYS (APR 1984) - ALTERNATE I (APR 1984)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The

Contractor shall retain copies of all such material furnished to the Contracting Officer.

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.1000-4200

CONTRACTING OFFICER FOR CONTRACTS (MAR 1991) (LRD)

The Contracting Officer who signs this contract will be the primary Contracting Officer on this contract. However, any Contracting Officer assigned to the Little Rock District and acting within his or her authority, may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is away from the office.

(End of Clause)

52.1000-4210 REQUIRED INSURANCE (APR 1984) (FAR 28.307-2)

Any successful offeror under this solicitation shall procure and maintain during the entire period of his performance under this contract the following minimum insurance in accordance with FAR 52.228-5, INSURANCE--WORK ON A GOVERNMENT INSTALLATION:

(1) Workmen's Compensation in amounts required by applicable jurisdictional statutes. (FAR 28.307-2a).

(2) Employers Liability Insurance of at least \$100,000. (FAR 28.307-2a).

(3) Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence. No property damage liability insurance is required. (FAR 28.307-2(b)).

(4) Comprehensive vehicle liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. (FAR 28.3072(c)).

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.236-7002 OBSTRUCTION OF NAVIGABLE WATERWAYS. (DEC 1991)

(a) The Contractor shall --

(1) Promptly recover and remove any material, plant, machinery, or appliance which the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may --

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et. seq.).

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

TABLE OF CONTENTS
SECTION 00900
ATTACHMENTS

1. Wage Decision No. AR030046

2 Pages

*AMENDMENTS: Amendments issued to this solicitation that affect the work will be a part of the resultant contract and will be listed above at the time of award; however, only applicable amendments will be physically located after the wage decision.

W9127S-05-R-0012

General Decision Number AR030046

General Decision Number **AR030046**

Superseded General Decision No. AR020046

State: Arkansas

Construction Type:

HEAVY

County(ies):

FAULKNER LONOKE SALINE

JEFFERSON PULASKI

HEAVY CONSTRUCTION PROJECTS (INCLUDING SEWER AND WATER LINE

CONSTRUCTION PROJECTS)

Modification Number Publication Date

0 06/13/2003

COUNTY(ies):

FAULKNER LONOKE SALINE

JEFFERSON PULASKI

SUAR2002A 06/19/1996

	Rates	Fringes
CARPENTERS:		
Form Building Work Only	8.99	
CONCRETE FINISHERS	9.73	
ELECTRICIANS	13.85	2.23
LABORERS:		
Common	6.64	
Pipelayers	7.52	
Sliplining Work	9.00	
PAINTERS:		
Brush	11.54	
POWER EQUIPMENT OPERATORS:		
Backhoe	9.08	
Bulldozer	9.72	
Crane	12.24	
Excavator	13.33	
Front end loader	9.00	
Trackhoe	10.00	
TRUCK DRIVERS:		
Dump	7.23	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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SOLICITATION NO. W9127S-05-R-0012

**US Army Corps
of Engineers**
Little Rock District

SPECIFICATIONS

REHAB AND PAINT TAITER GATES AND STOPLOGS LOCK AND DAM #5

**JEFFERSON COUNTY, ARKANSAS
ARKANSAS RIVER**

APRIL 2005

INDEX OF TECHNICAL PROVISIONS

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 (SACRIFICIAL ANODE)

DIVISIONS 14 THRU 16 - NOT USED

- - o O o - -

SECTION 01015

CONDITIONS

PART 1 GENERAL

1.1 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

(a) This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY											
WORK DAYS BASED ON (5) DAY WORK WEEK											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	8	7	6	5	2	3	1	2	1	4	8

(c) Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b), above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

1.2 ENVIRONMENTAL LITIGATION

(a) If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the "Suspension of Work" clause of this contract. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

(b) The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

1.3 PRE-WARRANTY CONFERENCE

Prior to contract completion and at a time designated by the Contracting Officer or his representative, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of CONTRACT CLAUSE: WARRANTY OF CONSTRUCTION of this specification. The Contracting Officer shall establish communication procedures for Contractor notification of warranty defects, priorities with respect to the type of defect and reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty.

In connection with these requirements the Contractor will furnish the name, telephone number, and address of a licensed and bonded company which is authorized to initiate and maintain warranty work action on behalf of the Contractor. This single point of contact will be located within the local service area of the warranted construction and will be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of his responsibilities in connection with CONTRACT CLAUSE: WARRANTY OF CONSTRUCTION.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --

SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

Measurement and payment will be based on completed work performed in accordance with the drawings and specifications and on the contract payment schedule. No separate payment will be made for scaffolds, safety nets, work platforms, protective coverings, and all other incidentals required to accomplish the work as directed and specified.

1.2 MOBILIZATION

Payment for mobilization will be made at the contract sum job price for Bid Item "Mobilization" of the Bidding Schedule. Price and payment shall constitute full compensation for labor, plant, equipment and incidentals required for moving and preparation of the contractor's floating plant. The contractor's plant and equipment shall be subject to the approval of the Contracting Officer.

1.3 REPLACEMENT OF STRUCTURAL STEEL MEMBERS

1.3.1 Measurement

The unit of measure to be paid for will be for each member of structural steel that is removed and replaced.

1.3.2 Payment

Payment for replacement of structural steel members, with new structural steel members of the same size will be made at the contract unit price each for Bid Item "Replacement of Structural Steel Members" of the Bidding Schedule. Price and payment shall constitute full compensation for furnishing plant, labor, materials, equipment and incidentals required to complete the work.

1.4 REPLACEMENT OF STRUCTURAL TEE MEMBERS ON SKIN PLATE

1.4.1 Measurement

The unit of measure to be paid for will be for each section of structural steel that is removed and replaced.

1.4.2 Payment

Payment for removing a section of structural tee members adjacent to the skin plate and replacing the section with new structural steel members of the same size will be made at the contract unit price each for Bid Item "Replacement of Structural Tee Members on Skin Plate" of the Bidding Schedule. Price and payment shall constitute full compensation for

furnishing plant, labor, materials, equipment and incidentals required to complete the work.

1.5 HEAT AND STRAIGHTEN STRUCTURAL MEMBERS

1.5.1 Measurement

The unit of measure to be paid for will be for each structural steel member straightened.

1.5.2 Payment

Payment for heating and straightening structural steel members, will be made at the contract unit price each for Bid Item "Heat and Straighten Structural Steel Members" of the Bidding Schedule. Price and payment shall constitute full compensation for furnishing plant, labor, materials, equipment and incidentals required to complete the work.

1.6 GRINDING OF MEMBERS

1.6.1 Measurement

The unit of measure to be paid for will be for each linear foot of grinding members.

1.6.2 Payment

Payment for grinding of members will be made at the contract unit price per linear foot for Bid Item "Grinding of Members" of the Bidding Schedule. Price and payment shall constitute full compensation for furnishing plant, labor, materials, equipment and incidentals required to complete the work.

1.7 MISCELLANEOUS WELDING

1.7.1 Measurement

The unit of measurement to be paid for will be for each hour of miscellaneous welding including grinding and other weld preparations.

1.7.2 Payment

Payment for welding of members will be made at the contract unit price per hour for Bid Item "Miscellaneous Welding" of the Bidding Schedule. Price and payment shall constitute full compensation for furnishing plant, labor, materials, equipment and incidentals required to complete the work.

1.8 BLAST CLEANING AND PAINTING TANTER GATES

Payment for blast-cleaning and applying 4 coats of vinyl paint on tainter gates will be made at the contract sum job price for Bid Item "Blast-Cleaning and Painting Tainter Gates" of the Bidding Schedule. Price and payment shall constitute full compensation for materials, labor, plant, equipment and incidentals required for blasting, cleaning and painting the gate surfaces as specified and shown, including the protection of concrete piers, gate hoisting cables and machinery, stoplogs and lifting beam, and removal of debris from tainter gates.

1.9 BLAST-CLEANING AND APPLYING 3 COATS OF COAL TAR EPOXY PAINT TO GATE HITCH BLOCKS

Payment for blast-cleaning and applying 3 coats, 16 mils, of coal tar epoxy paint to gate hitch blocks will be made at the contract sum job price for Bid Item "Blast-Cleaning and Applying 16 Mils of Coal Tar Epoxy Paint to Gate Hitch Blocks" of the Bidding Schedule. Price and payment shall constitute full compensation for materials, labor, plant, equipment, and incidentals required for blasting, cleaning and painting the tainter gate hitches as specified and shown, including the protection of concrete piers, gate hoisting cables and machinery, stoplogs and lifting beam, and removal of debris from tainter gates

1.10 POWER-TOOL CLEANING AND APPLYING 3 COATS OF PAINT ON TANTIER GATE HOIST PLATFORMS

Payment for power tool cleaning and applying 3 coats of paint on tainter gate hoist platforms will be made at the contract sum job price for Bid Item "Power-Tool Cleaning and Applying 3 Coats of Paint on Tainter Gate Hoist Platforms" of the Bidding Schedule. Price and payment shall constitute full compensation for materials, labor, plant, equipment, and incidentals required for cleaning and painting the surfaces as specified and shown.

1.11 STOP LOG INSTALLATION AND REMOVAL

1.11.1 Measurement

The unit of measurement to be paid for will be for each time stop logs are installed and removed from a tainter gate bay. This constitutes one installation and removal per gate unless directed otherwise by the Contracting Officer.

1.11.2 Payment

Payment for installing and removing the stop logs in each bay will be made at the contract unit prices each for Bid Item "STOP LOG Installation and Removal" of the Bidding Schedule. Prices and payments shall constitute full compensation for installing and removing stop logs. Prices also include loading stop logs and lifting beam at the Pine Bluff Marine Terminal and transporting to the job site, removing debris, logs, drift wood and sediment from gate bays, and manipulating the stop logs and lifting beam to accomplish the work. At the completion of the job, stop logs and lifting beam will be loaded, transported, and stored at the Pine Bluff Marine Terminal.

1.12 REMOVAL, PREPARATION, FURNISH, INSTALLATION AND ADJUSTMENT OF SIDE SEAL ASSEMBLIES ON TANTIER GATES

Removing, preparing, furnishing, installing and adjusting of side seal assemblies and filler material on 15 tainter gates will be made at the contract sum job price for Bid Item "Removal, Preparation, Furnish, Installation and Adjustment of Side Seal Assemblies on Tainter Gates" of the Bidding Schedule. Price and payment shall constitute full compensation for materials, labor, equipment and incidentals required to complete the work as specified and as shown on the drawings.

1.13 REPLACEMENT OF 7.5 LB. ANODES

1.13.1 Measurement

The unit of measurement to be paid for will be for each 7.5 lb. anode replaced.

1.13.2 Payment

Payment for replacing existing 7.5 lb. anodes at existing locations on 15 tainter gates will be made at the contract unit price for each anode under Bid Item "Replacement of 7.5 Lb. Anodes" of the Bidding Schedule. Price and payment shall constitute full compensation for materials, labor, plant, equipment, and incidentals required for furnishing and installing new 7.5 lb. anodes with new $\frac{1}{2}$ " diameter anode studs to replace existing 7.5 lb. anodes, existing anode studs and including the removal of the existing studs.

1.14 REPLACEMENT OF 44 LB. ANODES

1.14.1 Measurement

The unit of measurement to be paid for will be for each 44 lb. anode replaced.

1.14.2 Payment

Payment for replacing existing 44 lb. anodes at existing locations on 18 tainter gates will be made at the contract unit price for each anode under Bid Item "Replacement of 44 lb. Anodes" of the Bidding Schedule. Price and payment shall constitute full compensation for materials, labor, plant, equipment, and incidentals required for furnishing and installing new 44 lb. anodes with new $\frac{1}{2}$ " diameter anode bolts to replace existing 44 lb. anodes, existing anode bolts and including the removal of the existing bolts.

1.15 CLEANING AND RE-GREASING 30 GATE HOIST MACHINE GEARS

Cleaning and re-greasing 30 spur and pinion gears will be paid for at the contract sum job price for Bid Item "Cleaning and Re-greasing 30 Gate Hoist Machine Gears" of the Bidding Schedule. Price and payment shall constitute full compensation for furnishing labor and materials for cleaning and re-greasing the gears.

1.16 SPARE ANODES

Payment for spare anodes will be paid for at the contract sum job price for Bid Item "Spare Anodes" of the Bidding Schedule. Price and payment shall constitute full compensation for furnishing 10 seven and a half pound anodes, 20 five pound anodes and 20 forty-four pound anodes, including all nuts, bolts, studs, washers, and all other materials specified.

1.17 BLAST CLEANING AND PAINTING 60-FOOT STOPLOGS

Payment for blast-cleaning and applying 4 coats of vinyl paint on the 60-foot stoplogs, including installation of new hollow bulb seals, will be made at the contract sum job price for Bid Item "Blast-Cleaning and Painting 60-Foot Stoplogs" of the Bidding Schedule. Price and payment

shall constitute full compensation for materials, labor, plant, equipment and incidentals required for blasting, cleaning and painting the gate surfaces as specified and shown, including removal of debris from stoplogs.

1.18 REPLACING GREASE FITTINGS AND RE-GREASING HITCH BLOCK ASSEMBLIES

Replacing grease fittings and re-greasing hitch block assemblies will be paid for at the contract sum job price for Bid Item "Replacing Grease Fittings and Re-greasing Hitch Block Assemblies" of the Bidding Schedule. Price and payment shall constitute full compensation for furnishing labor and materials for replacing the grease fittings and re-greasing the hitch block assemblies.

1.19 DEMOBILIZATION

Payment for demobilization will be made at the contract sum job price for Bid Item "Demobilization" of the Bidding Schedule. Price and payment shall constitute full compensation for labor, plant, equipment and incidentals required for site cleanup, preparation and transportation of the contractor's floating plant.

1.20 ADDITIONAL REPAIRS TO CABLE HITCH BLOCKS

Payment for additional repairs to 30 hitch blocks will be made at the contract sum job price for Bid Item "Additional Repairs to Cable Hitch Blocks" of the Bidding Schedule. Price and payment shall constitute full compensation for furnishing plant, labor, materials, equipment and incidentals for additional repairs to 30 cable hitch blocks, as specified.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --

SECTION 01312

RESIDENT MANAGEMENT SYSTEM (RMS)

PART 1 - GENERAL REQUIREMENTS

1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS-W) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS-Windows, referred to as RMS-QCS (QCS for Quality Control), to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS-W and RMS-QCS will facilitate electronic exchange of information and overall management of the contract. RMS-QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

1.2 CORRESPONDENCE AND ELECTRONIC COMMUNICATIONS

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.3 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01330, SUBMITTAL PROCEDURES, and Section 01451, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through RMS-QCS. Also, there is no separate payment for establishing and maintaining the RMS-QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.4 RMS-QCS SOFTWARE

RMS-QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the RMS-QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the RMS-QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide RMS-QCS on 3-1/2" high-density diskettes or CD-ROM. Any program updates of RMS-QCS will be

made available to the Contractor via the Government RMS Website as they become available.

1.5 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run RMS-QC:

Hardware

IBM-compatible PC with 200 MHz Pentium or higher processor
32+ MB RAM
GB hard drive disk space for sole use by the RMS-QCS system
3 1/2 inch high-density floppy drive
Compact disk (CD) Reader
Color monitor
Laser printer compatible with HP LaserJet III or better, with minimum 4 MB installed memory.
Connection to the Internet, minimum 28 BPS

Software

Microsoft (MS) Access 97 or newer version database software
MS Windows 95 or newer version operating system (MS Windows NT 4.0 or newer is recommended)
Word Processing software compatible with MS Word 97 or newer
Internet browser
The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.
Electronic mail (E-mail) compatible with MS Outlook

1.6 RMS-QCS USER GUIDE

After contract award, the Contractor shall download instructions for the installation and use of RMS-QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.7 CONTRACTOR QUALITY CONTROL(CQC) TRAINING

The Government will be available to discuss and assist the Contractor in the use of the RMS-QCS System. An RMS Contractor Home Page is available at <http://216.86.193.60/qcs/guides.html>. It includes a tab for several aids including the RMS users manual, a guide to contract administration (including RMS), FAQs, RMS website addresses, software downloads and updates, etc.

1.8 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for RMS-QCS. The

Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.9 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the RMS-QCS database throughout the duration of the contract. The Contractor shall establish and maintain the RMS-QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The RMS-QCS database typically shall include current data on the following items:

1.10 ADMINISTRATION

1.10.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of RMS-QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

1.10.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in RMS-QCS. Within 14 calendar days of receipt of RMS-QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

1.10.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.10.4 Requests for Information

RMS-QCS includes a means for the Contractor to enter, log, and transmit requests for information (RFI) to the Government. RFIs can be exchanged electronically using the import/export functions of RMS-QCS. The Contractor shall also provide the Government with a signed, printed copy of each RFI. All RFIs from the Contractor to the Government shall have the prefix "RFI" and shall be numbered sequentially beginning with RFI-0001.

1.10.5 Equipment

The Contractor's RMS-QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.10.6 EM 385-1-1, Corps of Engineers Safety Manual and RMS Linkage

The current version of the Safety Manual, EM 385-1-1 is included with this contract. Data on the CD will be accessible through RMS-QCS or in stand-alone mode.

1.10.7 Management Reporting

RMS-QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of RMS-QCS. Among these reports are: Progress Payment Request worksheet, QA/QCS comments, Submittal Register Status, Three-Phase Inspection checklists.

1.11 FINANCES

1.11.1 Pay Activity Data

The RMS-QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.11.2 Payment Requests

All progress payment requests shall be prepared using RMS-QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using RMS-QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version. The date the Payment Request is successfully imported into the Government's Resident Management System without errors will be the official date of receipt for the Payment Request that starts the Payment Due Date in accordance with the Prompt Payment Clause included in the Contract.

1.12 QUALITY CONTROL (QC)

RMS-QCS provides a means to track implementation of the 3-phase QCS Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QCS requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the RMS-QCS generated daily report. The Contractor

shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.12.1 Daily Contractor Quality Control (CQC) Reports.

RMS-QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by RMS-QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the RMS-QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

1.12.2 Deficiency Tracking.

The Contractor shall use RMS-QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC Comments. The contractor shall maintain a current log of its QC comments in the RMS-QCS database. The Government will log the deficiencies it has identified using its QA comments. The Government's QA comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA comments.

1.12.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in RMS-QCS.

1.12.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize RMS-QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

1.12.5 Features of Work

The Contractor shall include a complete list of the features of work in the RMS-QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.12.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in RMS-QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via RMS-QCS.

1.13 SUBMITTAL MANAGEMENT

The Government will provide the initial blank submittal register, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns as described in Section 01330, SUBMITTAL PROCEDURES. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use RMS-QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using RMS-QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.14 SCHEDULE

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01320, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the RMS-QCS database either manually or by using the Standard Data Exchange Format (SDEF) (see Section 01320 PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor.

1.15 IMPORT/EXPORT OF DATA

RMS-QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

1.16 IMPLEMENTATION

Contractor use of RMS-QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its RMS-QCS database, and to provide the Government with regular database updates. RMS-QCS shall be an integral part of the Contractor's management of quality control.

1.17 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the RMS-QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

1.18 FILE MEDIUM

The Contractor shall submit required data on 3-1/2" double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

1.19 DISK OR CD-ROM LABELS

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the RMS-QCS file name, full contract number, project name, project location, data date, name and telephone number of person responsible for the data.

1.20 FILE NAMES

The Government will provide the file names to be used by the Contractor with the RMS-QCS software.

1.21 MONTHLY COORDINATION MEETING

The Contractor shall update the RMS-QCS database each workday. On a weekly basis, the Contractor shall generate and submit an export file to the Government with schedule update information. The Government may relax this frequency, but not less than with the monthly schedule update submittal. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable RMS-QCS export file is received.

1.22 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

- - End of Section - -

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION

Submittals required are identified by SD numbers as follows:

SD-01 Preconstruction Submittals

Certificates of insurance.
Surety bonds.
List of proposed subcontractors.
List of proposed products.
Construction Progress Schedule.
Submittal schedule.
Schedule of values.
Health and safety plan.
Work plan.
Quality control plan.
Environmental protection plan.

SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the contractor for integrating the product or system into the project.

Drawings prepared by or for the contractor to show how multiple systems and interdisciplinary work will be coordinated.

SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

SD-04 Samples

Physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or

approving colors for the project.

Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.

SD-05 Design Data

Calculations, mix designs, analyses or other data pertaining to a part of work.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports

Daily checklists

Final acceptance test and operational test procedure

SD-07 Certificates

Statements signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a supplier, installer or subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

Confined space entry permits.

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and Material Safety Data sheets concerning impedances, hazards and safety precautions.

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

Factory test reports.

SD-10 Operation and Maintenance Data

Data that is furnished by the manufacturer, or the system provider, to the equipment operating and maintenance personnel. This data is needed by operating and maintenance personnel for the safe and efficient operation, maintenance and repair of the item.

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.2.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.3 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After the Contracting Officer has approved submittals, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any

correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and the A/E Designer, and each item shall be stamped, signed, and dated by the CQC System Manager and the A/E Designer indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER (ENG FORM 4288)

At the end of this section is one set of ENG Form 4288 listing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The contractor shall use the Resident Management System (RMS), as described in Section 01312, to generate the submittal register. The Contractor will be responsible for providing the submittal register as a diskette containing the computerized ENG Form 4288 in RMS on diskette. The Government will determine which submittals will be Government Approved and the Reviewing Office. The Contractor shall submit the forms (hard copy plus associated electronic file) to the Contracting Officer for approval within ten calendar days after Notice to Proceed. The Contractor shall keep this diskette up-to-date and shall submit it to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals. An additional 60 calendar days shall be allowed and shown on the register for review and approval of submittals for HVAC control systems.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. Filling out all the heading blank spaces and identifying each item submitted shall properly complete this form. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 Procedures

For Information Only - Submit 3 copies to US Army Corps of Engineers, Construction Branch, 700 West Capitol, Little Rock Arkansas, 72203-0867 (except for those items that the Central Arkansas Area Office (CAAO) is the primary reviewer) and one information copy to the CAAO, Corps of Engineers Construction Office, P.O. Box 219, Jacksonville, Arkansas, 72076 (Reverse if CAAO is the primary reviewer). One copy will be returned to Contractor. CAAO only submittals will be indicated on RMS.

Government Approved - Submit 5 copies to US Army Corps of Engineers, Construction Branch, 700 West Capitol, Little Rock Arkansas, 72203-0867 and one copy to the CAAO, Corps of Engineers Construction Office, P.O. Box 219, Jacksonville, Arkansas, 72076. (Reverse if CAAO is the primary reviewer). Two copies will be returned to Contractor.

3.5.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The A/E Designer shall review all deviations requested and identify all variations and non-conformance with the RFP requirements/approved final documents requirements. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Normally, two copies of the submittal will be returned to the Contractor and the Contracting Officer will retain additional copies.

3.8 INFORMATION ONLY SUBMITTALS

Normally on information only submittals one copy will be returned to the Contractor. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

3.9 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR (Firm Name)
 _____ Approved
 _____ Approved with corrections as noted on submittal data and/or attached sheets(s).
 SIGNATURE: _____
 TITLE: _____
 DATE: _____

-- End of Section --

SUBMITTAL REGISTER				TITLE AND LOCATION: Rehab & Paint Tainter Gates and Stoplogs, L&D 5														Solicitation No.W9127S-05-R-0012												
				CONTRACTOR:														CONTRACT:												
				TYPE OF SUBMITTAL											Classi fication		Reviewing Office		Contractor Scheduled Dates			Contr Actions		Govt Actions		Remarks				
Activity No.	Transmittal No.	Section Number	Paragraph Number	Description of Submittal	01-PRECON SUBMITTALS	02-SHOP DRAWINGS	03-PRODUCT DATA	04-SAMPLES	05-DESIGN DATA	06-TEST REPORTS	07-CERTIFICATES	08-MFRS INSTRUCTIONS	09-MFRS FIELD REPORT	10-O&M DATA	11-CLOSEOUT SUBMITTALS	Information Only	Government Approved	DO-District Office	AO-Area Office	RO-Resident Office	PO-Project Office	AE-Architect /Engineer	Submit	Approval Needed By	Material Needed By		Action Code	Date of Action	Action Code	Date of Action
		01510	1.2	Grease for Gate Hoist Machinery			X									X														
		01510	1.2	Grease for Gate Trunnion Pins & Cable Hitch Block Pins			X									X														
		01525	1.2	Accident Prevention Plan (APP)	X												X													
		01525	1.2	Activity Hazard Analysis (AHA)	X												X													
		01525	1.2	Accident Reports						X							X													
		01525	1.2	Monthly Exposure Reports						X							X													
		01525	1.2	Regulatory Citations and Violations						X							X													
		05090	1.4	Welding Procedure Qualifications			X										X													
		05090	1.4	Welder, Welding Operator and Tacker Qualifications			X										X													
		05090	1.4	Inspector Qualification			X										X													
		05090	1.4	Quality Control						X							X													
		05120	1.3	Drawings		X											X													
		05120	1.3	Mill Test Reports							X						X													
		05500	1.2	Miscellaneous Metal Items		X											X													
		05500	1.2	Samples of Gaskets and Rubber Seals				X									X													
		09965	1.2	Qualifications and Experience			X										X													
		09965	1.2	Respiratory Protection Program			X										X													
		09965	1.2	Airborne Sampling Plan			X										X													
		09965	1.2	Waste Classification, Handling, and Disposal			X										X													
		09965	1.2	Containment Plan			X										X													
		09965	1.2	Water Quality Plan			X										X													
		09965	1.2	Special Paint Formulas				X									X													
		09965	1.2	Specifications and Proprietary Paints				X									X													
		09965	1.2	Thinners				X									X													
		09965	1.2	Inspections and Operations					X								X													
		13110	1.2	Shop Drawings		X											X													
		13110	1.2	Equipment			X										X													
		13110	1.2	Spare Parts			X										X													

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE <small>(Read instructions on the reverse side prior to initiating this form)</small>										DATE		TRANSMITTAL NO.	
SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS <small>(This section will be initiated by the contractor)</small>													
TO:		FROM:		CONTRACT NO.		CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL _____							
SPECIFICATION SEC. NO. (Cover only one section with each transmittal)				PROJECT TITLE AND LOCATION									
ITEM NO.	DESCRIPTION OF ITEM SUBMITTED <small>(Type size, model number/etc.)</small>	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. <small>(See instruction no. 8)</small>	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT SPEC. PARA. NO. <small>e.</small> DRAWING SHEET NO. <small>f.</small>		FOR CONTRACTOR USE CODE <small>g.</small>	VARIATION <small>(See instruction No. 6)</small> <small>h.</small>	FOR CE USE CODE <small>i.</small>					
<small>a.</small>	<small>b.</small>		<small>d.</small>				<small>h.</small>	<small>i.</small>					
REMARKS									I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as other wise stated.				
SECTION II - APPROVAL ACTION													
ENCLOSURES RETURNED <small>(List by Item No.)</small>				NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY				DATE					
NAME AND SIGNATURE OF CONTRACTOR													
SECTION II - APPROVAL ACTION													
ENCLOSURES RETURNED <small>(List by Item No.)</small>				NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY				DATE					
NAME AND SIGNATURE OF CONTRACTOR													

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288 for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A	--	Approved as submitted.	E	--	Disapproved (See attached).
B	--	Approved, except as noted on drawings.	F	--	Receipt acknowledged.
C	--	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX	--	Receipt acknowledged, does not comply as noted with contract requirements.
D	--	Will be returned by separate correspondence.	G	--	Other (Specify)

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

SECTION 01355

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement and payment will be made for the work covered under this section of the specifications, all costs in connection therewith shall be included in the contract unit or sum-job price or prices for the work to be performed under the contract.

1.2 SCOPE

This section covers the furnishing of all labor, materials and equipment and performing all work required for the protection of the environment during construction operations except for those measures set forth in other Technical Provisions of these specifications.

1.3 QUALITY CONTROL

The Contractor shall inspect all environment protection operations for compliance with the contract requirements, perform all tests as required, and maintain records of his quality control for all operations, including but not limited to the following:

- (1) Compliance with all Federal, State and local pollution control regulations.
- (2) Monitoring and surveillance procedures.
- (3) Handling, storage, use, and disposal of petroleum products, chemicals and toxic materials.
- (4) Solid and liquid waste disposal.
- (5) Noise control and dust control.
- (6) Disposal of construction materials and other debris.

A copy of these records, including all tests performed and corrective actions taken, shall be furnished to the Contracting Officer daily.

1.4 GENERAL

For the purpose of these specifications, environment protection is defined as the preservation of the environment in its preconstruction state to the greatest feasible extent throughout project construction. In order to prevent, and to provide for abatement and control of, any environmental pollution arising from the construction activities in the performance of this contract, the Contractor and his subcontractors shall comply with all applicable Federal, State, and local laws and regulations concerning environmental pollution control and abatement, and all applicable provisions of EM 385-1-1, as well as specific requirements stated herein.

1.5 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any noncompliance with any applicable Federal, State, or local laws or regulations. The Contractor shall, after receipt of such notice, immediately inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor.

1.6 SUBCONTRACTORS

Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.

1.7 IMPLEMENTATION

Prior to commencement of the work the Contractor shall:

(1) Submit in writing a plan for implementing this section for environment protection including but not limited to the following:

- (a) Training and control of Contractor personnel.
- (b) Prevention and control of damaging spillages.
- (c) Disposal of waste and debris.
- (d) Prevention of pollution.
- (e) Suppression of dust.
- (f) Testing and surveillance procedures.

(2) Meet with representatives of the Contracting Officer to develop mutual understandings relative to compliance with this provision and administration of the environment protection program. All of the Contractor's employees at the work site shall be adequately trained in principles of environment protection before they commence work under this contract. The Contractor shall hold meetings with his employees at appropriate intervals during the work to instruct them in environmental protection principles relative to that phase of work about to be started. A representative of the Contracting officer will attend each meeting. New employees shall be adequately trained in environment protection before they commence work under this contract. Approval of the Contractor's plan for environment protection will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and protection of environmental features.

1.8 PROTECTION OF AIR RESOURCES

Scrap, rubbish, domestic wastes and like materials generated during the construction operations under this contract shall be treated and/or disposed

of in a manner conforming with the Air Code of the Arkansas Department of Pollution Control and Ecology as applicable.

1.9 DUST CONTROL

Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. No separate or direct payment will be made for dust control and the cost thereof shall be considered incidental to and included in the contract prices.

1.10 NOISE CONTROL

The Contractor will be required to comply with Federal, State and local requirements for noise control of his vehicles and equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End Of Section --

SECTION 01420

SOURCES FOR REFERENCE PUBLICATIONS

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization, (e.g. ASTM B 564 Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number.

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)
One East Wacker Dr., Suite 3100
Chicago, IL 60601-2001
Ph: 312-670-2400
Publications: 800-644-2400
Fax: 312-670-5403
Internet: <http://www.aisc.org>

AMERICAN IRON AND STEEL INSTITUTE (AISI)
1140 Connecticut Avenue, NW, Suite 705
Washington, DC 20036
Ph: 202-452-7100
FX: 202-463-6573
Internet: <http://www.steel.org>

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
1819 L Street, NW, 6th Floor
Washington, DC 20036
Ph: 202-293-8020
Fax: 202-293-9287
Internet: <http://www.ansi.org/>

Note --- Documents beginning with the letter "S" can be ordered from:

Acoustical Society of America
2 Huntington Quadrangle, Suite 1N01
Melville, NY 11747-4502
Ph: 516-576-2360
Fax: 516-576-2377

Internet: <http://asa.aip.org>
General e-mail: asa@aip.org

AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING (ASNT)
1711 Arlingate Lane
P.O. Box 28518
Columbus, OH 43228-0518
Ph: 800-222-2768; 614-274-6003
Fax: 614-274-6899
Internet: <http://www.asnt.org>

ASTM INTERNATIONAL (ASTM)
100 Barr Harbor Drive, PO Box C700
West Conshohocken, PA 19428-2959
Ph: 610-832-9500
Fax: 610-832-9555
Internet: <http://www.astm.org>

AMERICAN WELDING SOCIETY (AWS)
550 N.W. LeJeune Road
Miami, FL 33126
Ph: 800-443-9353 - 305-443-9353
Fax: 305-443-7559
Internet: <http://www.aws.org>

CODE OF FEDERAL REGULATIONS (CFR)
Order from:
Government Printing Office
Washington, DC 20402
Ph: 202-512-1800
Fax: 202-275-7703
Internet: <http://www.gpo.gov>

COMMERCIAL ITEM DESCRIPTIONS (CID)
Order from:
General Services Administration
Federal Supply Service Bureau
470 E L'Enfant Plaza, S.W., Suite 8100
Washington, DC 20407
Ph: 202-619-8925
Internet: <http://pub.fss.gsa.gov/h1-pub.html>

CORPS OF ENGINEERS (COE)
Order CRD-C documents from:
U.S. Army Engineer Waterways Experiment Station
ATTN: Technical Report Distribution Section, Services
Branch, TIC
3909 Halls Ferry Rd.
Vicksburg, MS 39180-6199
Ph: 601-634-2664
Fax: 601-634-2388
Internet: www.libweb.wes.usace.army.mil/index.htm

ENGINEERING MANUALS (EM)
USACE Publications Depot
Attn: CEIM-SP-D
2803 52nd Avenue

Hyattsville, MD 20781-1102
Ph: 301-394-0081
Fax: 301-394-0084
Internet: www.usace.army.mil

ENGINEERING PAMPHLETS (EP)
USACE Publications Depot
Attn: CEIM-SP-D
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081
Fax: 301-394-0084
Internet: www.usace.army.mil

ENGINEERING REGULATIONS (ER)
USACE Publications Depot
Attn: CEIM-SP-D
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081
Fax: 301-394-0084
Internet: www.usace.army.mil

ENVIRONMENTAL PROTECTION AGENCY (EPA)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460
Ph: 202-260-2090
FAX: 202-260-6257
Internet: <http://www.epa.gov>
NOTE: Some documents are available only from: National Technical
Information Services (NTIS)
5285 Port Royal Rd.
Springfield, VA 22161
Ph: 800-553-6847
Fax: 703-321-8547
Internet: www.ntis.gov

FEDERAL SPECIFICATIONS (FS)
Order from:
General Services Administration
Federal Supply Service Bureau
470 L'Enfant Plaza, S.W.
Washington, DC 20407
Ph: 202-619-8925
Fax: 202-619-8978
Internet: <http://pub.fss.gsa.gov/>

GRETAG MACBETH (GM)
Munsell Department
617 Little Britain Road
New Windsor, NY 12553-6148
Ph: 800-662-2384 or 914-565-7660
Fax: 914-565-0390
Internet: www.gretagmacbeth.com

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

1 Batterymarch Park
P.O. Box 9101
Quincy, MA 02269-9101
Ph: 617-770-3000
Fax: 617-770-0700
Internet: <http://www.nfpa.org>

NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)

Mail Stop C-13
4676 Columbia Parkway
Cincinnati, OH 45226-1998
Ph: 800-356-4674
Fx: 513-533-8573
Internet: <http://www.cdc.gov/niosh/homepage.html>
To order pubs for which a fee is charged, order from:
Superintendent of Documents
U.S. Government Printing Office
732 North Capitol Street, NW
Mailstop: SDE
Washington, DC 20401
Ph: 866-512-2800 or 202-512-1800
Fax: 202-512-2250
Internet: <http://www.gpo.gov>

THE SOCIETY FOR PROTECTIVE COATINGS (SSPC)

40 24th Street, 6th Floor
Pittsburgh, PA 15222-4656
Ph: 412-281-2331
Fax: 412-281-9992
Internet: <http://www.sspc.org>

-- End of Section --

SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(2001) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
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ASTM E 329	(2001) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction
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1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 20 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall be separate from the production side of the company and who shall report directly to upper management.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 15 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of 5 years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered at Little Rock District Corps of Engineers, Federal Office Building, 700 W. Capitol, Little Rock, AR. The course will also be offered on an as-needed basis for specific contracts when the proposed CQC System Manager has not previously attended the training. The Contracting Officer or Authorized Representative shall be informed at the Preconstruction Conference if this service is needed. A nominal charge will apply to cover reproduction of the required manual. The CQC System Manager may be accepted, at the Contracting Officer's discretion, conditioned upon completion of the course.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the

preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$1000 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the address to be furnished by the Contracting Officer.

Coordination for each specific test, exact delivery location, and dates will be made through the Area Office.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager will be responsible to record all Pre-Final Inspection comments and shall ensure that all items on this list have been corrected before notifying the Government that the work is ready to schedule a Final Inspection with the customer. A typed copy of the Pre-Final Inspection comments (and an electronic copy in WORD format) shall be provided to the Government no later than 8:00 a.m. of the morning following the Pre-Final Inspection. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands

may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction". The Contractor's CQC System Manager shall be responsible to record all Final Inspection comments and shall provide a copy of the handwritten comments at the conclusion of the Final Inspection. A typed copy of the Final Inspection comments (and an electronic copy in WORD format) shall be provided to the Government no later than 8:00 a.m. of the morning following the Final Inspection.

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 48 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample forms enclosed at the end of this section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

FOR EXAMPLE ONLY
Q U A L I T Y C O N T R O L P L A N

Project:
Location:
Contract:
Date:

1. Policy: _____ Construction Company will provide and maintain an effective Quality Control Program as required by this contract. All materials and workmanship will be closely inspected and coordinated to insure compliance with the contract plans and specifications.

2. Organization: This Quality Control Program will be managed by the Project Manager, _____, and the on site Quality Control Manager, _____. The Contractor's Quality Control Manager, CQC, will have authority over all sub-contractors, vendors, and suppliers to accept or reject materials or workmanship and determine compliance with the contract requirements. The CQC will have direct access to upper level management in the company for enforcement of this plan. This plan and the appointments of the above designated individuals are subject to rejection by the Contracting Officer in the event satisfactory performance is not delivered and maintained. Letters of direction for the CQC and Project Manager are attached in Appendix B. Qualifications/resumes of Quality Control Representatives are attached in Appendix C.

3. Duties and Responsibilities: The Quality Control Manager will be responsible for the following tasks being performed in a timely manner so as to deliver a quality end product as required by the contract. These will consist of but, not limited to the following:

a. Maintain on the job site current up to date plans and specifications and insure these followed in the submittal of shop drawings and performance of construction.

b. Perform all daily inspections and tests as required under this contract to achieve the quality of construction outlined in the contract plans and specifications. Write a comprehensive daily report covering all activities on the job site. This report shall be submitted to the Government Representative not later than 48 hours from the date covered in the report.

c. Maintain marked-up drawings on site depicting as-built conditions. These drawings shall be available for inspection by the Government Representative at all times. These will be inspected for currency at least weekly.

d. Prepare and maintain a submittal register, ENG FORM 4288, for the duration of the contract. A review of the register will be performed at least every 30 days and appropriate actions taken to maintain an updated register. Review will also be made as necessary relative to work status, slippages, delays, and other scheduling matters as necessary to coordinate the submittal register with the construction progress schedule. Revisions will be made as necessary and provided to the Government at least every 60 days.

e. Review all shop drawings and other submittals for compliance with the contract requirements prior to submission to the Government. The ENG Form 4025 will be used for all submittals and be certified only by the designated Chief of Quality Control in accordance with the Contract Special Clauses.

f. Responsible for the inspection and enforcement of all work and equipment for compliance with the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, and OSHA regulations. All violations will be brought immediately to the attention of the individuals responsible and will be corrected prior to work proceeding. Work will be halted to correct the deficiencies if necessary to avoid the occurrence of an accident. All violations and safety inspection activities will be reported in the daily inspection reports.

4. Control & Inspection: The control and inspection system will be a three phase inspection consisting of preparatory, initial, and follow-up inspections as described in Engineer Pamphlet, EP 715-1-2, entitled "Contractor Quality Control (CQC)". See Appendix A. Government Representative will be notified in advance of all inspections and testing activities. The Quality Control Manager will conduct the Pre-Final and Final Inspections. A Pre-Final will not be scheduled until the punch list and master deficiency list is reduced to under ten items.

5. Testing: All testing will be in strict compliance with the contract specifications. All testing will be coordinated prior with the Government Representative as to contract compliance and schedule. Frequency of tests will be as determined by the contract specifications. Only Corps of Engineer approved commercial testing laboratories will be utilized for testing. The laboratory for use on this project will be as directed by the Contracting Officer.

6. Submittals: Submittals will be executed in accordance with the contract clauses and the technical specifications. As stated in paragraph "3-d" above, a submittal register will be prepared and maintained to manage submittals. The Quality Control Manager will be responsible for reviewing for compliance all submittals including those of sub-contractors. Only after compliance with the contract requirements has been verified will a submittal be sent to the Government Representative for review.

//signed//

NAME & TITLE
PROJECT MANAGER

Enclosures

SECTION 01510

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ENGINEER MANUAL PUBLICATIONS (EM)

EM 385-1-1 (2003) Safety and Health Requirements Manual

CODE OF FEDERAL REGULATIONS

29 CFR, PT 1926	(Latest) Safety and Health Regulations for Construction
33 CFR B1	(Latest) Appendix A
33 CFR, PT 84	(Latest) Annex I: Positioning and Technical Detail of Lights and Shapes
33 CFR, PT 85	(Latest) Annex II: Additional Signals for Fishing Vessels Fishing in Close Proximity
33 CFR, PT 86	(Latest) Annex III: Technical Details of Sound Signal Appliances
33 CFR, PT 87	(Latest) Annex IV: Distress Signals
33 CFR, PT 88	(Latest) Annex V: Pilot Rules
33 CFR, PT 89	(Latest) Inland Navigation Rules: Implementing Rules
33 CFR 155.320	(Latest) Fuel Oil and Boat Lubricating Oil Discharge Containment
33 CFR 156.120	(Latest) Requirements for Transfer

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data
Grease for Gate Hoist Machinery
Grease for Gate Trunnion Pins and Cable Hitch Block Pins

The Contractor shall submit copies of catalogue cut sheets and Safety Data Sheets for each product.

1.3 BULLETIN BOARD

The Contractor shall furnish, install, and maintain for the duration of the contract, a weathertight bulletin board, having hinged or sliding glazed doors, on which shall be displayed legible copies of (1) the poster entitled "equal employment opportunity is the law" (OFCCP Publication 1420) as required by CONTRACT CLAUSES: EQUAL OPPORTUNITY, AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION, AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS, AND AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS; (2) the Notice to Employees Poster (WH Publication 1321); (3) the schedule of minimum wage rates for the contract as required by CONTRACT CLAUSE: DAVIS-BACON ACT; and (4) current safety posters. The bulletin board shall be mounted where and as approved by the Contracting Officer, in a prominent place accessible to all employees of the Contractor and subcontractors, and to applicants for employment. The bulletin board shall remain the property of the Contractor and shall be removed by him upon completion of the contract work.

1.4 SAFETY AND HEALTH REQUIREMENTS

1.4.1 General

The Contractor shall comply with all applicable provisions of Engineer Manual EM 385-1-1, Safety and Health Requirements Manual, referenced in CONTRACT CLAUSE: ACCIDENT PREVENTION and Occupational Safety and Health Act (OSHA) Standards for Construction (Title 29, Code of Federal Regulations Part 1926 as revised from time to time). The most stringent requirements of the two standards will be applicable.

1.5 QUALITY CONTROL

1.5.1 General

The Contractor shall establish and maintain quality control for his operations to assure compliance with contract requirements and maintain records of his quality control for all construction operations under the contract as specified in SECTION: CONTRACTOR QUALITY CONTROL.

1.5.2 Technical Provisions

This requirement shall apply equally to each section of the Technical Provisions, except where therein the QUALITY CONTROL requirements set forth critical items of work requiring special attention by the Contractor.

1.5.3 Quality Control Inspector Safety Responsibilities

Each Contractor quality control inspector shall be responsible for inspecting the work under his surveillance for compliance with EM 385-1-1, Safety and Health Requirements Manual, and shall immediately bring to the attention of the Contractor's supervisory personnel all unsafe working conditions, unsafe

work practices, unsafe tools or equipment and instances of noncompliance with the Safety and Health Requirements Manual.

1.5.4 Quality Control Inspector Environmental Responsibilities

The Contractor quality control inspector shall be responsible for quality control for environment protection specified in SECTION: ENVIRONMENTAL PROTECTION, and shall immediately bring to the attention of the Contractor's supervisory personnel all instances of noncompliance with the requirements of SECTION: ENVIRONMENTAL PROTECTION.

1.5.5 Records and Tests

A copy of the records and tests, as well as the records of corrective action taken, will be furnished the Government as directed by the Contracting Officer.

1.6 PROTECTION OF GOVERNMENT PROPERTY

1.6.1 Protection of Government Property

The Contractor shall take measures necessary for protection of the existing buildings, grounds, parking area and other Government facilities.

1.6.2 Protection of Equipment and Concrete Surfaces

The Contractor shall take measures necessary for protection of the existing concrete surfaces, equipment, and machinery. Sheathing shall be in place before painting activities begin. Paint spills, over spray, and other damages shall be cleaned up or repaired.

1.7 WORK HOURS

The Contractor shall arrange his work schedule so that work performed at the Government installation will be during the normal day shift established as 8:00 a.m. to 4:30 p.m., Monday through Friday. Contractor work at the installation during other periods of time will be permitted only on the specific approval of the Contracting Officer or his authorized representative for each specified time. If an operation cannot be completed within the day shift period specified above without loss or additional cost to the Contractor, the workday period for that operation may be extended upon request of the Contractor and approval of the Contracting Officer.

1.8 WORK AREA AND STORAGE AREA

The Contractor's work and storage area shall be confined to the areas designated by the Contracting Officer. Work and storage areas shall typically be within fenced areas of the lock and dam.

1.9 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines,

and day signals to be displayed by vessels of more than 65 feet in lengths moored or anchored in a fairway or channel, and the passing of other vessels of floating plant working in navigable channels, as set forth in Commandant U.S. Coast Guard Instruction M16672.2, Navigation Rules: International Inland (COMOTINST M16672.2), or 33 CFRB1 Appendix A (International) and 33 CFR 84 Through 33 CFR 89 (Inland) as applicable.

1.10 FUEL OIL TRANSFER SAFETY REQUIREMENTS

All marine plant used in this contract shall meet applicable U.S. Coast Guard regulations for fuel oil transfer operations. For uninspected vessels, Coast Guard regulations contained in 33 CFR 156.120 and 33 CFR 155.320 regarding fuel coupling devices and provisions for fuel oil discharge containment are applicable. Venting of the fuel tanks is necessary when using the couplings prescribed by 33 CFR 156.120(1) or (2). (SWDSO dated 4 Mar 81, LRD).

1.11 WORK UNDER THIS CONTRACT

The work involves furnishing floating plant, equipment, materials, and labor necessary to perform the painting, repair, and maintenance on the dam, as specified and shown. Work on the dam includes blasting and painting 15 tainter gates and 30 hitch blocks; blasting and painting 30 trunnions; power tool cleaning and painting hoist machinery platforms; replace existing side seal assemblies with new side seal assemblies on 15 tainter gates; replacing and repairing structural members on tainter gates, and blasting and painting of 5 stoplogs. Lock an Dam #5 has 15 tainter gates that are approximately 60 feet wide by 32 feet high.

1.12 PROTECTION OF GOVERNMENT PROPERTY

1.12.1 Protection of Government Facilities

The Contractor shall take whatever measures are necessary or required for protection of the existing buildings, grounds, parking area and other Government facilities.

1.12.2 Protection of Equipment and Concrete Surfaces

The Contractor shall take whatever measures are necessary or required for protection of the existing concrete surfaces, equipment and machinery from the Contractor's operations, as approved by the Contracting Officer. All paint spills and oversprays and other damages shall be cleaned up and/or repaired, as approved by the Contracting Officer.

1.13 FUEL OIL TRANSFER SAFETY REQUIREMENTS

All marine plant used in this contract shall meet applicable U.S. Coast Guard regulations for fuel oil transfer operations. For uninspected vessels, Coast Guard regulations contained in 33 CFR 156.120 and 33 CFR 155.320 regarding fuel coupling devices and provisions for fuel oil discharge containment are applicable. Venting of the fuel tanks is necessary when using the couplings prescribed by 33 CFR 156.120(1) or (2). (SWDSO dated 4 Mar 81, LRD).

1.14 GOVERNMENT PROPERTY FOR USE BY THE CONTRACTOR TO PERFORM WORK

1.14.1 Stoplogs and Lifting Beam for Tainter Gate Bays

The Government will make available to the Contractor for use in performing the work 30 stoplogs and one lifting beam. This number of stoplogs is sufficient for performing work on three gate bays at one time. The Contractor shall not use stoplogs with bent or damaged members. If damaged members are discovered, the Contracting Officer shall be notified immediately. The lifting beam and stoplogs will be made available to the Contractor at their storage site in the Pine Bluff Marine Terminal at Pine Bluff, AR. The Contractor shall load and transport the stoplogs and lifting beam from their storage site to his floating plant, install and remove the stoplogs as required for the performance of the work, transport the stoplogs and lifting beam back to their storage site, and store the items as directed by the Contracting Officer. The Contractor shall assume responsibility for all Government property while in his possession and control. Damage to the Government property while in the Contractor's possession and control shall be corrected to the satisfaction of the Contracting Officer by and at the expense of the Contractor. Care of Government property is specified below. Stoplog installation requirements are specified in SECTION: MARINE WORK.

1.15 PROTECTION OF DAM AND APPURTENANCES

1.15.1 Protection of Gate Hoist Machinery

Every precaution shall be taken by the Contractor to prevent sand, paint, and other foreign material from being deposited on the gate hoist machinery and gate lifting cables. Prior to commencing sandblasting operations the equipment shall be completely covered with an approved covering of sufficient size as to completely shield each hoist machine of the gates being worked on. Depending upon wind conditions and/or fogging of sand or paint, adjacent hoist machinery shall be protected as directed by the Contracting Officer. The gate hoist ropes and the side seal plates shall not be sandblasted nor painted. Punctures and tears in the shielding material shall be immediately repaired and sealed. Removal of the shielding material shall be with care to avoid dropping any foreign material, such as sand, on the cables or machinery. In the event that foreign materials are unavoidably deposited on the cables or machinery the materials shall be completely removed; and if foreign materials are deposited on the gear grease, the grease shall be removed and the gears regreased prior to operating the respective gate machine. If removing the grease from the cable drum or grease is necessary, it shall be preformed in such manner as to prevent grease from dropping on the concrete, machinery, tainter gate, or in the river. The gear grease shall be removed down to bare metal using mineral spirits or other applicable solvents having a flashpoint above 100 degrees F. The solvent cleaning shall be done with clean cloths and clean fluids to avoid leaving a thin film of greasy residue on the surfaces to be regreased. The grease furnished by the Contractor for regreasing shall be Keystone Moly 29, and shall be applied in a manner acceptable to the Contracting Officer. Protection of gate hoist machinery will be paid for as specified in SECTION: MEASUREMENT AND PAYMENT.

1.15.2 Protection From Damage by Floating Plant

The Contractor shall provide and maintain means for securely mooring (and softening the impact of) barges or other floating work platforms to prevent damage to the piers, gate structure, and stoplogs, throughout the life of the

contract. Proposed mooring devices and procedures, impact-softening devices, and general layout of equipment proposed for use on barges or floating platforms shall be submitted for approval prior to commencement of work.

1.15.3 Protection From Sandblasting and Paint Overspray

The Contractor shall furnish items as required to prevent sandblasting and paint overspray on the surfaces of the concrete piers, stoplogs, hoist machines, and any other surfaces not designated to be painted under this contract. Protective items and procedures shall be approved by the Contracting Officer. Concrete piers adjacent to the gates shall be protected to prevent damage from sandblasting and prevent coating with paint. Protection from sandblasting and paint overspray will be paid for as specified in SECTION: MEASUREMENT AND PAYMENT.

1.16 ORDER OF WORK

See Section: PAINTING, where requirements for paint testing indicate that at least a 30-day period must be allowed for Government testing of all paint to be used in the work under this contract. Work on the gates shall be restricted to adjacent gates, and shall be performed under river flow conditions as indicated in paragraph: GATE OPERATION AND POOL REGULATION below. Maintenance painting operations shall start on the lock end of the dam and proceed across the river.

1.17 GATE OPERATION AND POOL REGULATION

Pool regulation will be the responsibility of the Government and the required work shall be scheduled accordingly. At times during high flows and large discharge periods the water levels downstream from the dam may reach heights that would require removal of the floating plant and stoplogs. The Contracting Officer will notify the Contractor approximately 12 hours on average in advance of being required to be ready for passage of high flows. Floating plant may be based upstream or downstream of the dam for painting operations, however, during periods of low river flows the water level in the stilling basin may not be adequate for floating plant operation.

1.17.1 Gate Operation

The full spillway discharge capacity may be required to pass river flows. The Contractor shall cease work when the discharges result in unacceptable work conditions upstream of the dam or when unacceptable turbulence occurs downstream of the dam. More than three gates may be closed during low flows if permitted by the Contracting Officer. Also, it may be possible to open some of the closed gates without interfering with the Contractor's operations and thereby minimize delays. The tainter gates will be adjusted by the Contracting Officer to reduce the turbulence and minimize possible erosion of the streambed of the stilling basin. The gate opening differential between adjacent tainter gates will be limited to a maximum of 1 foot to prevent erosion of the stream bed adjacent to the stilling basin. This will limit the maximum flow at which the Contractor can have gates closed for maintenance repairs. Conditions requiring all of the tainter gates to be opened will vary with the Arkansas River discharge and the number and location of the gates that are closed. Based on the discharge, gate locations, and the average monthly Arkansas discharge duration, the probability of work stoppage is presented in the tables at the end of this section.

1.17.2 Operation of Gates on Which Work is Being Performed

The Contractor shall raise and lower the tainter gates begin painted under the supervision of the Government personnel. The Contractor shall assume responsibility for the gate hoisting equipment while under this operation, and shall repair any damage to the equipment caused by his operations at his expense. The tainter gate locking procedure shall be employed while the gate is being repaired in a raised position. A sketch and instructions of the locking procedure is included at the end of this section.

1.18 STOPLOG HANDLING CAUSED BY RIVER STAGES

At times during high flows the water may reach heights that will require removal of the floating plant and stop logs. Stoplog removal and reinstallation that is required because of river stages, and not otherwise required for the normal execution of the work as shown and specified, shall be as directed by securing the written permission of the Contracting Officer. If the Contracting Officer directs the Contractor to remove stoplogs and reinstall them, the removal and reinstallation will be paid for as specified in SECTION: MEASUREMENT AND PAYMENT.

1.19 CARE, MAINTENANCE AND UTILIZATION OF GOVERNMENT PROPERTY

1.19.1 Scope

This paragraph establishes minimum requirements as to care, maintenance and utilization of Government property in the Contractor's possession or control from the time of receipt of the property until properly relieved of responsibility in accordance with the contract. The removal of Government property to storage, or its contemplated transfer to another location, does not relieve the Contractor of these responsibilities.

1.19.2 Contractor's Maintenance Program

The Contractor shall establish and maintain a system to control, protect, preserve, and maintain all Government property. The Contractor's property control system shall be in writing unless the Contracting Officer determines that a written system is not necessary. The Contractor's approved maintenance program shall provide for:

- (1) Policy reflecting the need for and the performance of preventative maintenance;
- (2) Policy for reporting of need for capital type rehabilitation, and
- (3) Recording of work accomplished under the maintenance program.

1.19.2.1 Preventive Maintenance

Preventive maintenance shall be performed on a regularly scheduled basis to prevent the occurrence of defects, and to detect and correct minor defects before they result in serious consequences. An effective preventive maintenance program shall include inspecting equipment (stoplogs and lifting beam) periodically to assure detection of maladjustment, wear, or impending breakdown; regularly scheduled lubrication of bearings and moving parts of

lifting beam; protection from exposure to deteriorating agents such as solvents and thinners; and protection from sandblasting operations.

1.19.2.2 Capital Type Rehabilitation

The Contractor's maintenance program shall provide for the disclosure and reporting of the need for major repair, replacement of parts, and other rehabilitation work for Government property in his possession and control.

1.19.2.3 Records of Maintenance

The Contractor's maintenance program shall provide for sufficient records to show the maintenance actions performed and deficiencies discovered as a result of inspections.

1.19.3 Utilization of Government Property

The Contractor's procedures shall be adequate to assure that the Government property will be utilized only for those purposes authorized in the contract.

1.20 CLEANING AND REGREASING GATE HOIST MACHINE GEARS

After maintenance painting has been completed the Contractor shall clean and re-grease the spur and pinion gears on each gate hoist machine. The cleaning re-greasing operations shall stay at least four gate bays behind the cleaning and painting operations. Each of the 30 spur and pinion gears shall be cleaned down to bare clean metal and greased with Keystone Moly 29 grease. Cleaning and regreasing gate hoist machine gears will be paid for as specified in SECTION: MEASUREMENT AND PAYMENT.

1.21 CLEANING AND REGREASING GATE TRUNNION PINS AND CABLE HITCH BLOCK PINS

1.21.1 After maintenance painting has been completed on each gate, the Contractor shall re-grease the tainter gate trunnion pins, as indicated, while the stoplogs are in place.

1.21.2 Cable hitch block pins shall be cleaned and greased as indicated, while the stoplogs are in place.

1.22 TEMPORARY ELECTRICITY

Electric power (110 volts) will be furnished at each machinery platform by the Government to the Contractor.

1.23 TEMPORARY WATER

The Contractor shall provide for potable drinking water for his personnel and the Government inspector.

1.24 TEMPORARY SANITARY FACILITIES

The Contractor shall provide for temporary sanitary facilities for his personnel and the Government inspector. Disposal of collected refuse shall not violate the pollution requirements specified in SECTION: ENVIRONMENT PROTECTION.

1.25 ACCESS ON DAM STRUCTURE

Under this contract, access on walkways on dam structure will be limited to personnel only as required to operate gates, subject to approval by the Contracting Officer.

1.26 USE OF EXISTING LINE HOOKS

Line hooks on the dam will be made available to the Contractor for use in mooring floating plant during normal and low flows, subject to the approval of the Contracting Officer. Care shall be taken to prevent damage to handrails. Portions of the handrail may be removed temporarily to prevent damage. Any handrail damaged shall be replaced by and at the expense of the Contractor.

1.27 AFTER AWARD OF CONTRACT

A pre-work conference will be held at such time and location as determined by the Contracting Officer for purpose of discussing and developing mutual understanding between the Contracting Officer's and Contractor's construction, quality control and safety representatives regarding the terms, conditions and requirements of the contract.

1.27.1 The Discussion Will Include But Will Not Be Limited To The Following:

- (1) Contracting parties project staff.
- (2) Correspondence Between organizations and procedures to be followed.
- (3) Safety Program.
- (4) Environment Pollution Control Program
- (5) Lead Based Paint Abatement and Disposal Program
- (6) Non-Painted Items Protection Program
- (7) Quality Control Program
- (8) Other Subjects That May Be of Interest To the Contracting Parties.

PART 2 PRODUCTS

2.1 GREASE FOR GATE HOIST MACHINE GEARS

Unless otherwise specified, grease for gate hoist machine gears shall be Keystone Moly 29 grease or approved equal.

2.2 GREASE FOR GATE TRUNNION PINS AND CABLE HITCH BLOCK PINS

Unless otherwise specified, grease for gate trunnion pins and cable hitch block pins shall be Moly EP NLGI No.2 grease or approved equal.

PART 3 EXECUTION (NOT USED)

- - End of Section - -

Gates Closed	Maximum Allowable Discharge for HW EL. 213 FT [cfs]	LOCK AND DAM #5 WORK STOPPAGES FOR THREE ADJACENT GATES CLOSED IN PERCENT OF TIME EQUALLED OR EXCEEDED											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1,2,3	90,900	8	12	22	28	35	26	10	3	1	8	11	12
2,3,4	82,000	9	14	26	32	38	29	13	4	2	9	13	14
3,4,5	74,200	12	17	29	36	41	31	14	5	2	10	15	16
4,5,6	67,500	14	19	33	40	45	35	17	6	3	11	17	19
5,6,7	62,400	16	22	37	43	49	37	18	7	4	12	19	21
6,7,8	59,500	18	24	39	45	51	38	19	8	5	13	20	22
7,8,9	58,500	18	25	39	46	51	39	20	8	5	13	20	23
8,9,10	59,500	18	24	39	45	51	38	19	8	5	13	20	22
9,10,11	62,400	16	22	37	43	49	37	18	7	4	12	19	21
10,11,12	67,500	14	19	33	40	45	35	17	6	3	11	17	19
11,12,13	74,200	12	17	29	36	41	31	14	5	2	10	15	16
12,13,14	82,000	9	14	26	32	38	29	13	4	2	9	13	14
13,14,15	90,900	8	12	22	28	35	26	10	3	1	8	11	12

SECTION 01525

SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z359.1	(1992; R 1999) Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components
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NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10	(2002) Portable Fire Extinguishers
NFPA 241	(2000) Safeguarding Construction, Alteration, and Demolition Operations
NFPA 51B	(2003) Fire Prevention During Welding, Cutting, and Other Hot Work
NFPA 70	(2002) National Electrical Code

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2003) Safety -- Safety and Health Requirements
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U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1910.94	Ventilation
29 CFR 1919	Gear Certification
29 CFR 1926	Safety and Health Regulations for Construction
29 CFR 1926.500	Fall Protection

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that

will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan (APP); G

Activity Hazard Analysis (AHA); G

SD-06 Test Reports

Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."

Accident Reports

Monthly Exposure Reports

Regulatory Citations and Violations

1.3 DEFINITIONS

a. Certified Safety Professional (CSP). An individual who is currently certified as a CSP by the Board of Certified Safety Professionals.

b. Certified Safety Trained Supervisor (STS). An individual who is currently certified as an STS by the Board of Certified Safety Professionals.

c. Competent Person for Fall Protection. A person who is capable of identifying hazardous or dangerous conditions in the personal fall arrest system or any component thereof, as well as their application and use with related equipment, and has the authority to take prompt corrective measures to eliminate the hazards of falling.

d. High Visibility Accident. Any mishap, which may generate publicity and/or high visibility.

e. Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even though provided by a physician or registered personnel.

f. Multi-Employer Work Site (MEWS). A multi-employer work site, as defined by OSHA, is one in which many employers occupy the same site. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors.

g. Recordable Injuries or Illnesses. Any work-related injury or illness that results in:

(1) Death, regardless of the time between the injury and death, or the length of the illness;

(2) Days away from work;

- (3) Restricted work;
- (4) Transfer to another job;
- (5) Medical treatment beyond first aid;
- (6) Loss of consciousness; or
- (7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

h. Site Safety and Health Officer (SSHO). The superintendent or other qualified or competent person who is responsible for the on-site safety and health required for the project. The Contractor quality control (QC) person can be the SSHO on this project.

i. "USACE" property and equipment specified in USACE EM 385-1-1 should be interpreted as Government property and equipment.

j. Weight Handling Equipment (WHE) Accident. A WHE accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; and collision, including unplanned contact between the load, crane, and/or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.).

1.4 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this contract, work performed shall comply with USACE EM 385-1-1.

1.5 DRUG PREVENTION PROGRAM

Conduct a proactive drug and alcohol use prevention program for all workers, prime and subcontractor, on the site. Ensure that no employee uses illegal drugs or consumes alcohol during work hours. Ensure there are no employees under the influence of drugs or alcohol during work hours. After accidents, collect blood, urine, or saliva specimens and test the injured and involved employees for the influence of drugs and alcohol. A copy of the test shall be made available to the Contracting Officer upon request.

1.6 SITE QUALIFICATIONS, DUTIES AND MEETINGS

1.6.1 Personnel Qualifications

1.6.1.1 Site Safety and Health Officer (SSHO)

Site Safety and Health Officer (SSHO) shall be provided at the work site at all times to perform safety and occupational health management,

surveillance, inspections, and safety enforcement for the Contractor. The SSHO shall meet the following requirements:

Level 2:

A minimum of 3 years safety work on similar project.

30-hour OSHA construction safety class or equivalent within last 3 years. Competent person training as needed.

1.6.2 Personnel Duties

1.6.2.1 Site Safety and Health Officer (SSHO)/Superintendent

a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Safety inspection logs shall be attached to the Contractors' daily quality control report.

b. Conduct mishap investigations and complete required reports. Maintain the OSHA Form 300 and Daily Production reports for prime and sub-contractors.

c. Maintain applicable safety reference material on the job site.

d. Attend the pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic in-progress meetings.

e. Implement and enforce accepted APPS and AHAs.

f. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be posted on the safety bulletin board.

g. Ensure sub-contractor compliance with safety and health requirements.

Failure to perform the above duties will result in dismissal of the superintendent and/or SSHO, and a project work stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement.

1.6.3 Meetings

1.6.3.1 Preconstruction Conference

a. The Contractor will be informed, in writing, of the date of the preconstruction conference. The purpose of the preconstruction conference is for the Contractor and the Contracting Officer's representatives to become acquainted and explain the functions and operating procedures of their respective organizations and to reach mutual understanding relative to the administration of the overall project's Accident Prevention Plan (APP) before the initiation of work.

b. Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the preconstruction conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any

other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).

c. The Contractor shall discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Contracting Officer's representative as to which phases will require an analysis. In addition, a schedule for the preparation, submittal, review, and acceptance of AHAs shall be established to preclude project delays.

d. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the preconstruction conference, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance. Work shall not begin until there is an accepted APP.

1.6.3.2 Weekly Safety Meetings

Conduct weekly safety meetings at the project site for all employees. The Contracting Officer will be informed of the meeting in advance and be allowed attendance. Minutes showing contract title, signatures of attendees and a list of topics discussed shall be attached to the Contractors' daily quality control report.

1.6.3.3 Work Phase Meetings

The appropriate AHA shall be reviewed and attendance documented by the Contractor at the preparatory, initial, and follow-up phases of quality control inspection. The analysis should be used during daily inspections to ensure the implementation and effectiveness of safety and health controls.

1.7 TRAINING

1.7.1 New Employee Indoctrination

New employees (prime and sub-contractor) will be informed of specific site hazards before they begin work. Documentation of this orientation shall be kept on file at the project site.

1.7.2 Periodic Training

Provide Safety and Health Training in accordance with USACE EM 385-1-1 and the accepted APP. Ensure all required training has been accomplished for all onsite employees.

1.7.3 Training on Activity Hazard Analysis (AHA)

Prior to beginning a new phase, training will be provided to all affected employees to include a review of the AHA to be implemented.

1.8 ACCIDENT PREVENTION PLAN (APP)

The Contractor shall use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Preparation of Accident Prevention Plan". Where a paragraph or subparagraph element is not applicable to the work to be performed indicate "Not Applicable" next to the heading. Specific requirements for some of the APP elements are described below in paragraph 1.8.1. The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent and the designated site safety and health officer.

Submit the APP to the Contracting Officer 15 calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP. The Contracting Officer reviews and comments on the Contractor's submitted APP and accepts it when it meets the requirements of the contract provisions.

Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.

Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSSH and quality control manager. Should any unforeseen hazard become evident during the performance of work, the project superintendent shall inform the Contracting Officer, both verbally and in writing, for resolution as soon as possible. In the interim, all necessary action shall be taken by the Contractor to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public, and the environment.

Copies of the accepted plan will be maintained at the Project Office and at the job site. The APP shall be continuously reviewed and amended, as necessary, throughout the life of the contract. Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.

1.8.1 EM 385-1-1 Contents

In addition to the requirements outlines in Appendix A of USACE EM 385-1-1, the following is required:

a. Names and qualifications (resumes including education, training, experience and certifications) of all site safety and health personnel designated to perform work on this project to include the designated site safety and health officer and other competent and qualified personnel to be used. The duties of each position shall be specified.

b. Qualifications of competent and of qualified persons. As a minimum, competent persons shall be designated and qualifications submitted for each of the following major areas: excavation; scaffolding; health hazard recognition, evaluation and control of chemical, physical and biological agents; personal protective equipment and clothing to include selection, use and maintenance.

c. Health Hazard Control Program. The Contractor shall designate a competent and qualified person to establish and oversee a Health Hazard Control Program in accordance with USACE EM 385-1-1, Section 6. The program shall ensure that employees, on-site Government representatives, and others, are not adversely exposed to chemical, physical and biological agents and that necessary controls and protective actions are instituted to ensure health.

d. Alcohol and Drug Abuse Plan

(1) Describe plan for random checks and testing with pre-employment screening in accordance with the DFAR Clause subpart 252.223-7004, "Drug Free Work Force."

(2) Description of the on-site prevention program

e. Training Records and Requirements. List of mandatory training and certifications which are applicable to this project (e.g. explosive actuated tools, vehicle operator, forklift operators, personal protective equipment); list of requirements for periodic retraining/certification; outline requirements for supervisory and employee safety meetings.

f. Fall Protection and Prevention (FP&P) Plan. The plan shall be site specific and address all fall hazards in the work place and during different phases of construction. It shall address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 1.8 m (6 feet). A qualified person for fall protection shall prepare and sign the plan. The plan shall include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Fall Protection and Prevention Plan shall be revised [every six months] for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. The accepted Fall Protection and Prevention Plan shall be kept and maintained at the job site for the duration of the project. The Fall Protection and Prevention Plan shall be included in the Accident Prevention Plan (APP).

1.9 ACTIVITY HAZARD ANALYSIS (AHA)

The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1. Submit the AHA for review at least 15 calendar days prior to the start of each phase. Format subsequent AHA as amendments to the APP. An AHA will be developed by the Contractor for every operation involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or subcontractor is to perform work. The analysis must identify and evaluate hazards and outline the proposed methods and techniques for the safe completion of each phase of work. At a minimum, define activity being performed, sequence of work, specific safety and health hazards anticipated, control measures (to include personal protective equipment) to eliminate or reduce each hazard to acceptable levels, equipment to be used, inspection requirements, training requirements for all involved, and the competent person in charge of that phase of work. For work with fall hazards, including fall hazards associated with scaffold erection and removal, identify the appropriate fall protection methods used. For work with materials handling equipment, address safeguarding measures related to materials handling equipment. For work requiring excavations, include requirements for safeguarding excavations. An activity requiring an AHA shall not proceed until the AHA has been accepted by the Contracting Officer's representative and a meeting has been conducted by the Contractor to discuss its contents with everyone engaged in the activity, including on-site Government representatives. The Contractor shall document meeting attendance at the preparatory, initial, and follow-up phases of quality control inspection. The AHA shall be continuously reviewed and, when appropriate, modified to address changing site conditions or operations. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.

The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change.

Activity hazard analyses shall be updated as necessary to provide an effective response to changing work conditions and activities. The on-site superintendent, site safety and health officer and competent persons used to develop the AHAs, including updates, shall sign and date the AHAs before they are implemented.

The activity hazard analyses shall be developed using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the contractor, supplier or subcontractor and provided to the prime contractor for submittal to the Contracting Officer.

1.10 DISPLAY OF SAFETY INFORMATION

Within 1 calendar day after commencement of work, the following information shall be readily accessible by the on-site construction personnel, maintained current, and protected against the elements and unauthorized removal:

- a. Map denoting the route to the nearest emergency care facility.
- b. Emergency phone numbers.
- c. Copy of the most up-to-date APP.

- d. Current AHA(s).
- e. OSHA 300A Form.
- f. OSHA Safety and Health Protection-On-The-Job Poster.
- g. Not used
- h. Not used.
- i. A sign indicating the number of hours worked since last lost workday accident.
- j. Safety and Health Warning Posters.

1.11 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturer's manuals.

1.12 EMERGENCY MEDICAL TREATMENT

Contractors will arrange for their own emergency medical treatment. Government has no responsibility to provide emergency medical treatment.

1.13 REPORTS

1.13.1 Accident Reports

For recordable injuries and illnesses, and property damage accidents resulting in at least \$2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the USACE Accident Report Form 3394 and provide the report to the Contracting Officer within 1 calendar day of the accident. The Contracting Officer will provide copies of any required or special forms.

1.13.2 Accident Notification

Notify the Contracting Officer as soon as practical, but not later than four hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any weight handling equipment accident. Information shall include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.

1.13.3 Monthly Exposure Reports

Monthly exposure reporting to the Contracting Officer is required to be attached to the monthly billing request. This report is a compilation of

employee-hours worked each month for all site workers, both prime and subcontractor. The Contracting Officer will provide copies of any special forms.

1.13.4 Regulatory Citations and Violations

Contact the Contracting Officer immediately of any OSHA or other regulatory agency inspection or visit, and provide the Contracting Officer with a copy of each citation, report, and contractor response. Correct violations and citations promptly and provide written corrective actions to the Contracting Officer.

1.14 HOT WORK

The Contractor will provide at least two (2) twenty (20) pound 4A:20 BC rated extinguishers for normal "Hot Work". All extinguishers shall be current inspection tagged, approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in accordance with NFPA 51B and remain on-site for a minimum of 30 minutes after completion of the task.

- a. The storage of combustible supplies shall be a safe distance from structures.
- b. Area shall be cleaned of trash, paper, or other discarded combustibles at the close of each workday.
- c. All portable electric devices (saws, sanders, compressors, extension chord, lights, etc.) shall be disconnected at the close of each workday.

PART 2 PRODUCTS

2.1 NOT USED

2.2 FALL PROTECTION ANCHORAGE

Fall protection anchorage, conforming to ANSI Z359.1, installed under the supervision of a qualified person in fall protection, shall be left in place for continued customer use and so identified by signage stating the capacity of the anchorage (strength and number of persons who may be tied-off to it at any one time).

PART 3 EXECUTION

3.1 CONSTRUCTION AND/OR OTHER WORK

The Contractor shall comply with USACE EM 385-1-1, NFPA 241, the APP, the AHA, Federal and/or State OSHA regulations, and other related submittals and activity fire and safety regulations. The most stringent standard shall prevail.

3.1.1 Hazardous Material Use

Each hazardous material must receive approval prior to being brought onto the job site or prior to any other use in connection with this contract.

Allow a minimum of 10 working days for processing of the request for use of a hazardous material. Any work or storage involving hazardous chemicals or materials must be done in a manner that will not expose Government or Contractor employees to any unsafe or unhealthful conditions. Adequate protective measures must be taken to prevent Government or Contractor employees from being exposed to any hazardous condition that could result from the work or storage. The Prime Contractor shall keep a complete inventory of hazardous materials brought onto the work-site. Approval by the Contracting Officer of protective measures and storage area is required prior to the start of the work.

3.1.2 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with USACE EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials.

3.1.3 Unforeseen Hazardous Material

The design should have identified materials such as PCB, lead paint, and friable and non-friable asbestos. If material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

3.2 PRE-OUTAGE COORDINATION MEETING

Contractors are required to apply for utility outages at least 15 days in advance. As a minimum, the request should include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Special requirements for electrical outage requests are contained elsewhere in this specification section. Once approved, and prior to beginning work on the utility system requiring shut down, the Contractor shall attend a pre-outage coordination meeting with the Contracting Officer and the Utilities Department to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

3.3 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

The Contractor shall establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. The program shall include company policy, identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures,

inspection, storage, care and maintenance of fall protection equipment and rescue and escape procedures.

3.3.1 Training

The Contractor shall institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, the Contractor shall provide training for each employee who might be exposed to fall hazards. A competent person for fall protection shall provide the training. Training requirements shall be in accordance with USACE EM 385-1-1, section 21.A.16.

3.3.2 Fall Protection Equipment

The Contractor shall enforce use of the fall protection equipment designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is on a surface 1.8 m(6 feet) or more above lower levels. Fall protection systems such as guardrails, personnel fall arrest system, safety nets, etc., are required when working within 6 feet of any leading edge. In addition to the required fall protection systems, safety skiff, personal floatation devices, life rings etc., are required when working above or next to water in accordance with USACE EM 385-1-1, paragraphs 05.I. and 05.J. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall arrest systems are required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, or travel. Fall protection must comply with 29 CFR 1926.500, Subpart M and USACE EM 385-1-1.

3.3.2.1 Personal Fall Arrest Equipment

Personal fall arrest equipment, systems, subsystems, and components shall meet ANSI Z359.1. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 1.8 m (6 feet). The total fall distance and any swinging of the worker (pendulum-like motion) that can occur during a fall shall always be taken into consideration when attaching a person to a fall arrest system.

3.3.3 Not Used

3.3.4 Safety Nets

If safety nets are used as the selected fall protection system on the project, they shall be provided at unguarded work places, leading edge work or when working over water, machinery, dangerous operations or other surfaces where the use of ladders, scaffolds, catch platforms, temporary floors, fall arrest systems or restraint/positioning systems are impractical. Safety nets shall be tested immediately after installation with

a drop test of 181.4 kg (400 pounds) dropped from the same elevation a person might fall, and every six months thereafter.

3.3.5 Existing Anchorage

Existing anchorages, to be used for attachment of personal fall arrest equipment, shall be certified (or re-certified) by a qualified person for fall protection in accordance with ANSI Z359.1. Existing horizontal lifeline anchorages shall be certified (or re-certified) by a registered professional engineer with experience in designing horizontal lifeline systems.

3.3.6 Horizontal Lifelines

Horizontal lifelines shall be designed, installed, certified and used under the supervision of a qualified person for fall protection as part of a complete fall arrest system which maintains a safety factor of 2 (29 CFR 1926.500).

3.3.7 Guardrail Systems

Guardrails shall consist of top and mid-rails, post and toe boards. The top edge height of standard railing must be 42 inches plus or minus 3 inches above the walking/working level. When mid-rails are used, they must be installed at a height midway between the top edge of the guardrail system and the walking/working level. Posts shall be placed no more than 8 feet apart (29 CFR 1926.500 and USACE EM 385-1-1).

3.3.8 Rescue and Evacuation Procedures

When personal fall arrest systems are used, the contractor must ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. A Rescue and Evacuation Plan shall be prepared by the contractor and include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. The Rescue and Evacuation Plan shall be included in the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP).

3.5 not used

3.6 EQUIPMENT

3.6.1 Material Handling Equipment

a. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.

b. The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions.

c. Operators of forklifts or power industrial trucks shall be licensed in accordance with OSHA.

3.6.2 Weight Handling Equipment

- a. The presence of Government personnel does not relieve the Contractor of an obligation to comply with all applicable safety regulations. The Government will investigate all complaints of unsafe or unhealthful working conditions received in writing from contractor employees, federal civilian employees, or military personnel.
- b. Each load shall be rigged/attached independently to the hook/master-link in such a fashion that the load cannot slide or otherwise become detached. Christmas-tree lifting (multiple rigged materials) is not allowed.
- c. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of USACE EM 385-1-1 section 11 and ASME B30.5 or ASME B30.22 as applicable.
- d. A fire extinguisher having a minimum rating of 10BC and a minimum nominal capacity of 5lb of extinguishing agent shall be available at all operator stations. Portable fire extinguishers shall be inspected, maintained, and recharged as specified in NFPA 10, Standard for Portable Fire Extinguishers.
- e. All employees shall be kept clear of loads about to be lifted and of suspended loads.
- f. A weight handling equipment operator shall not leave his position at the controls while a load is suspended.
- g. The Contractor shall use cribbing when performing lifts on outriggers.

3.6.3 Equipment and Mechanized Equipment

- a. Equipment shall be operated by designated qualified operators. Proof of qualifications shall be kept on the project site for review.
- b. Manufacture specifications or owner's manual for the equipment shall be on-site and reviewed for additional safety precautions or requirements that are sometimes not identified by OSHA or USACE EM 385-1-1. Such additional safety precautions or requirements shall be incorporated into the AHAs.
- c. Equipment and mechanized equipment shall be inspected in accordance with manufacturer's recommendations for safe operation by a competent person prior to being placed into use.
- d. Daily checks or tests shall be conducted and documented on equipment and mechanized equipment by designated competent persons.

3.7 UTILITIES

3.7.1 Utility Locations

Prior to digging, the appropriate digging permit must be obtained. All underground utilities in the work area must be positively identified by a

private utility locating service in addition to any station locating service and coordinated with the station utility department. Any markings made during the utility investigation must be maintained throughout the contract.

3.7.2 Utility Location Verification

The Contractor must physically verify underground utility locations by hand digging using wood or fiberglass handled tools when any adjacent construction work is expected to come within three feet of the underground system. Digging within 0.061 m (2 feet) of a known utility must not be performed by means of mechanical equipment; hand digging shall be used. If construction is parallel to an existing utility the utility shall be exposed by hand digging every 30.5 m (100 feet) if parallel within 1.5 m (5 feet) of the excavation.

3.8 ELECTRICAL

3.8.1 NOT USED

3.8.2 Portable Extension Cords

Portable extension cords shall be sized in accordance with manufacturer ratings for the tool to be powered and protected from damage. All damaged extension cords shall be immediately removed from service. Portable extension cords shall meet the requirements of NFPA 70.

3.9 THRU 3.10 NOT USED

3.11 HOUSEKEEPING

3.11.1 Clean-Up

All debris in work areas shall be cleaned up daily or more frequently if necessary. Construction debris may be temporarily located in an approved location, however garbage accumulation must be removed each day.

3.11.2 Falling Object Protection

All areas must be barricaded to safeguard employees. When working overhead, Barricade the area below to prevent entry by unauthorized employees. Construction warning tape and signs shall be posted so they are clearly visible from all possible access points. When employees are working overhead all tools and equipment shall be secured so that they will not fall. When using guardrail as falling object protection, all openings shall be small enough to prevent passage of potential falling objects.

-- End of Section --

ACTIVITY HAZARD ANALYSIS

CONTRACT NO.	PROJECT	
DATE	LOCATION	ESTIMATED START DATE
PRINCIPAL STEPS	POTENTIAL SAFETY/HEALTH HAZARDS	RECOMMENDED CONTROLS
<i>Identify the principal steps involved and the sequence of work activities</i>	<i>Analyze each principal step for potential hazards</i>	<i>Develop specific controls for each potential hazard</i>
EQUIPMENT TO BE USED	INSPECTION REQUIREMENTS	TRAINING REQUIREMENTS
<i>List equipment to be used in the work activity</i>	<i>List inspection requirements for the work activity</i>	<i>List training requirements, including hazard communication</i>

CONTRACTOR (Signature & date)_____

SECTION 01540

MARINE WORK

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the work covered under this section of the specifications; all costs in connection therewith shall be included in the contract unit or sum-job price or prices for the work to be performed under the contract.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

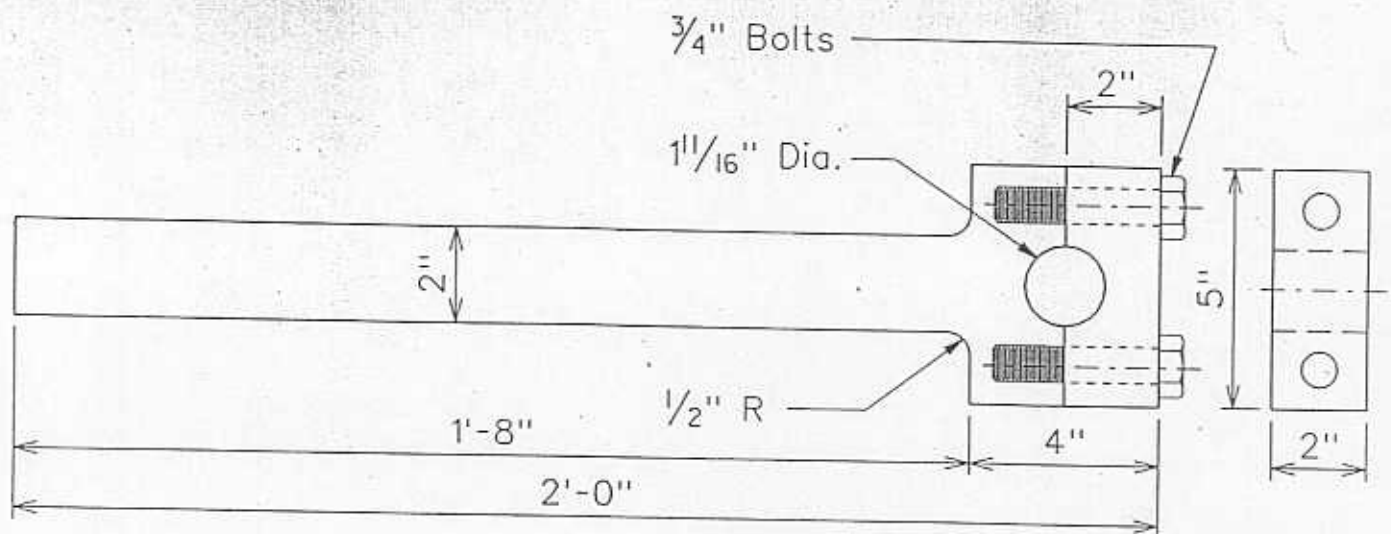
AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 395	(2001) Test Methods for Rubber Property- Compression
ASTM D 412	(1998) Test Methods for Rubber Properties in Tension
ASTM D 413	(1998) Test Methods for Rubber Property - Adhesion to Flexible Substrate
ASTM D 471	(1998) Test Methods for Rubber Property - Effect of Liquids
ASTM D 572	(1999) Test Methods for Rubber Deterioration by Heat and Oxygen
ASTM D 2240	(2002) Test Methods for Rubber Property - Durometer Hardness

1.3 DESCRIPTION

1.3.1 General

The Contractor shall furnish floating plant and equipment required for transporting and handling stop logs and lifting beam, materials and equipment for performing the work as shown and specified; and incidental materials and equipment as necessary. The floating plant and equipment shall be adequate size to remove and transport stop logs during high river flows. Past experience indicates that a crane capacity of 80 tons or greater is recommended. Safety issues will be foremost for this project. Improperly sized equipment and unsafe construction operations will not be permitted.

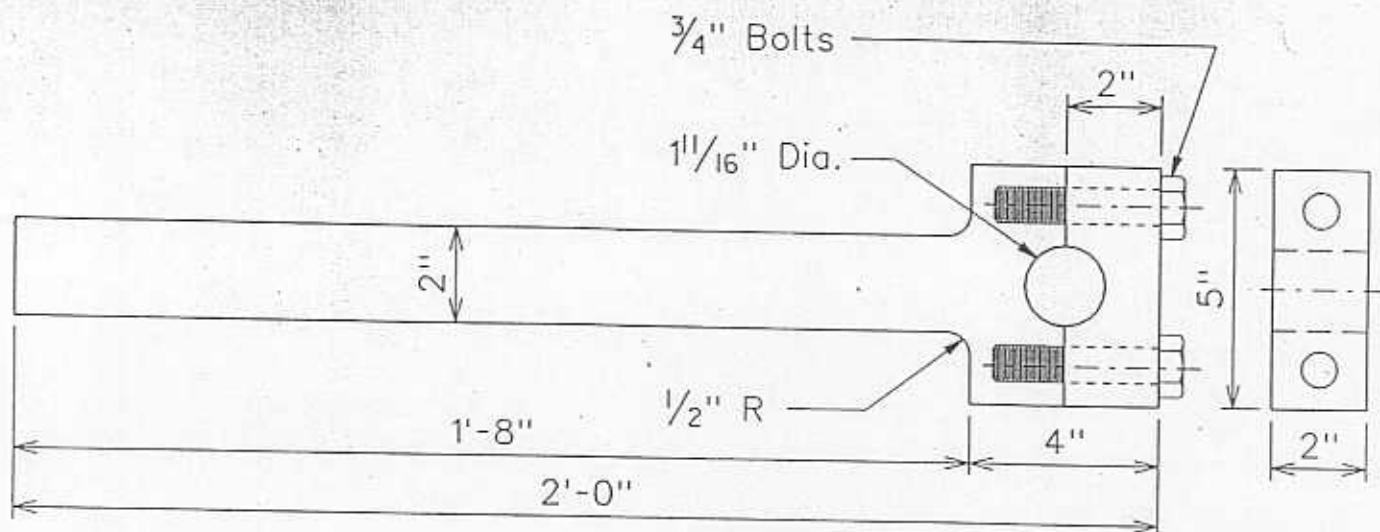


TANTER GATE LINE SHAFT LOCKING DEVICE

SCALE: 3" = 1'-0"

TANTER GATE LOCKING PROCEDURE

1. Raise and lower the tainter gate to desired position.
2. Turn breaker off at control cabinet and install a lock out tag.
3. Install government furnished tainter gate locking devices to line shaft. The two locking devices shall be installed in opposing directions from each other letting the hand rest on the floor. This will prevent the gate from being lowered or raised. The Contracting Officer's Representative will furnish field instructions as to the location and position the locking devices are to be installed.
4. The tainter gate shall never be operated while the locking devices are installed. Always remove the locking devices and then remove the lock out tag before operating the gate.



TANTER GATE LINE SHAFT LOCKING DEVICE

SCALE: 3" = 1'-0"

TANTER GATE LOCKING PROCEDURE

1. Raise and lower the tainter gate to desired position.
2. Turn breaker off at control cabinet and install a lock out tag.
3. Install government furnished tainter gate locking devices to line shaft. The two locking devices shall be installed in opposing directions from each other letting the hand rest on the floor. This will prevent the gate from being lowered or raised. The Contracting Officer's Representative will furnish field instructions as to the location and position the locking devices are to be installed.
4. The tainter gate shall never be operated while the locking devices are installed. Always remove the locking devices and then remove the lock out tag before operating the gate.

1.3.2 Mooring of Floating Plant

Floating plant may be based upstream or downstream of the dam for rehab and painting operations, however, during periods of low river flows the water level in the stilling basin may not be adequate for floating plant operation. Line hooks on the dam will be made available to the Contractor for use in mooring the floating plant during normal and low flows, subject to the approval of the Contracting Officer and the limitations of SECTION: GENERAL REQUIREMENTS. The floating plant shall be equipped with timber or rubber bumpers on the side adjacent to the dam. Portions of the handrail may be removed temporarily to prevent damage. Handrail damage shall be replaced and damaged pier nosings shall be repaired.

1.3.3 Tainter Gate Locking Device During Repair

The Contractor shall use the government furnished locking devices while all work is being done on each gate. A sketch and instructions are provided at the end of this section.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 STOP LOG INSTALLATION

The stop logs shall be installed by the Contractor using the lifting beam to lift and move the stop logs. The Contractor shall assume responsibility for Government property while in his possession and control. Damage to the Government property while in the Contractor's possession and control shall be satisfactorily corrected. Care, maintenance and utilization of the stop logs and lifting beam are specified in SECTION: GENERAL REQUIREMENTS. It is anticipated that sediment will have deposited on the gate sills and stop log slots, in which case the Contractor shall clear the sill and slots for proper seating of the stop logs. Government personnel will manipulate the spillway gates to try to flush sediment deposits which may exist on the sill or in the stop log slots to the extent that such sediment can be removed by limited manipulation of the gates. To protect work in progress, splash boards may be required on stop logs to prevent wave action from spilling into work areas. Splash boards shall not be used to protect against a higher pool elevation. Government personnel will furnish lifting beam operating instructions to the Contractor.

3.2 REPLACEMENT OF SIDE SEAL ASSEMBLIES

3.2.1 General

The existing side seal assemblies shall be removed and shall be disposed of offsite at the Contractors expense. The metal components of the new side seal assemblies shall be painted before installation in accordance with SECTION: PAINTING. The gate surfaces in the area of the removed seal assemblies shall be blast cleaned and painted prior to installing the new seal assemblies. Magnesium anodes shall be installed as specified in SECTION: CATHODIC PROTECTION SYSTEM and as shown on the drawings. Coordination among construction trades will be required. Rubber gaskets shall be furnished and installed to replace the existing gaskets as shown and as specified below.

3.2.2 Preparation of Side Seal Assemblies

The Contractor shall submit, for approval, an outline on how to remove and install side seal assemblies. The leg of the angle that is bolted to the skin plate shall be marked to provide for drilling or punching slotted holes to match existing holes in the old side seal angle. The new side seal assemblies and the existing side seal assemblies shall have the same radius, therefore the existing side seal angle may be used as a template for drilling or punching the slotted holes to match the holes in the skin plate. Other methods for locating holes in side seal assemblies shall be subject to approval by the Contracting Officer. Slotted holes shall be punched in the side seal assembly by the installing Contractor.

3.2.3 Installation of Side Seal Assemblies

Installation of new contractor furnished side seal assemblies will require normal ironworker skills including use of drift pins, wedges, jacks, chain or cable hoists and other devices normally used for fitting structural steel members together. Seals shall be installed on the gate using the new stainless steel bolts, washers, and nuts provided by the Contractor. Contractor furnished bolts, washers and nuts shall be in accordance with SECTION: SEAL ASSEMBLY FABRICATION.

3.2.4 Adjustment of Side Seal Assemblies

The side seal assemblies on tainter gates shall be adjusted to the dimensions shown on the contract drawings with the gate in the closed position except as provided below. That portion of the seals which would be submerged by the lower pool shall be adjusted at the lowest position practicable but not greater than 6 feet above the lower pool existing at time of adjustment. Adjustment of the side seals assemblies shall be performed as outlined below:

The side seal assemblies shall be adjusted so that the rubber seal retaining bar is not less than 7/16 inch, nor more than 11/16 inch from the embedded seal plate to prevent contact between "J" bulb and side seal angle. This adjustment shall be made with the existing slotted holes if practicable. After adjustment of the seals, no steel component of the gate side seal assembly shall pass closer than ¼-inch to the embedded seal plate when the gate is raised from the closed position to the fully open position unless otherwise approved by the Contracting Officer.

3.3 REMOVAL OF DEBRIS

Substantial accumulations of debris, including large logs, can be expected in gate bays and on tainter gates. The Contractor shall remove such debris from the gate bays prior to placing stop logs. Prior to painting operations, driftwood, debris, silt or floatable or nonfloatable materials that are on or against tainter gates shall be removed. Debris removed from tainter gates shall be disposed off site at the Contractor's expense.

-- End Of Section --

SECTION 05090

WELDING, STRUCTURAL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

AISC ASD Spec	(1989) Specification for Structural Steel Buildings - Allowable Stress Design
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AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING (ASNT)

ASNT RP SNT-TC-1A	(2001) Recommended Practice SNT-TC-1A
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AMERICAN WELDING SOCIETY (AWS)

AWS A2.4	(1998) Standard Symbols for Welding, Brazing and Nondestructive Examination
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AWS A3.0	(2001) Standard Welding Terms and Definitions
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AWS D1.1	(2004) Structural Welding Code - Steel
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AWS Z49.1	(1999) Safety in Welding and Cutting and Allied Processes
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1.2 DEFINITIONS

Definitions of welding terms shall be in accordance with AWS A3.0.

1.3 GENERAL REQUIREMENTS

The design of welded connections shall conform to AISC ASD Spec unless otherwise indicated or specified. Material with welds will not be accepted unless the welding is specified or indicated on the drawings or otherwise approved. Welding shall be as specified in this section, except where additional requirements are shown on the drawings or are specified in other sections. Welding shall not be started until welding procedures, inspectors, nondestructive testing personnel, welders, welding operators, and tackers have been qualified and the submittals approved by the Contracting Officer. Qualification testing shall be performed at or near the work site. Each Contractor performing welding shall maintain records of the test results obtained in welding procedure, welder, welding operator, and tacker performance qualifications.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Welding Procedure Qualifications ; G

Welder, Welding Operator, and Tacker Qualification ; G

Inspector Qualification ; G

Copies of the welding procedure specifications; the procedure qualification test records; and the welder, welding operator, or tacker qualification test records.

SD-06 Test Reports

Quality Control ; G

A quality assurance plan and records of tests and inspections.

1.5 WELDING PROCEDURE QUALIFICATIONS

Except for prequalified (per AWS D1.1) and previously qualified procedures, each Contractor performing welding shall record in detail and shall qualify the welding procedure specification for any welding procedure followed in the fabrication of weldments. Qualification of welding procedures shall conform to AWS D1.1 and to the specifications in this section. Copies of the welding procedure specification and the results of the procedure qualification test for each type of welding which requires procedure qualification shall be submitted for approval. Approval of any procedure, however, will not relieve the Contractor of the sole responsibility for producing a finished structure meeting all the requirements of these specifications. This information shall be submitted on the forms in Appendix E of AWS D1.1. Welding procedure specifications shall be individually identified and shall be referenced on the detail drawings and erection drawings, or shall be suitably keyed to the contract drawings. In case of conflict between this specification and AWS D1.1, this specification governs.

1.5.1 Previous Qualifications

Welding procedures previously qualified by test may be accepted for this contract without requalification if the following conditions are met:

a. Testing was performed by an approved testing laboratory, technical consultant, or the Contractor's approved quality control organization.

b. The qualified welding procedure conforms to the requirements of this specification and is applicable to welding conditions encountered under this contract.

c. The welder, welding operator, and tacker qualification tests conform to the requirements of this specification and are applicable to welding conditions encountered under this contract.

1.5.2 Prequalified Procedures

Welding procedures which are considered prequalified as specified in AWS D1.1 will be accepted without further qualification. The Contractor shall submit for approval a listing or an annotated drawing to indicate the joints not prequalified. Procedure qualification shall be required for these joints.

1.5.3 Retests

If welding procedure fails to meet the requirements of AWS D1.1, the procedure specification shall be revised and requalified, or at the Contractor's option, welding procedure may be retested in accordance with AWS D1.1. If the welding procedure is qualified through retesting, all test results, including those of test welds that failed to meet the requirements, shall be submitted with the welding procedure.

1.6 WELDER, WELDING OPERATOR, AND TACKER QUALIFICATION

Each welder, welding operator, and tacker assigned to work on this contract shall be qualified in accordance with the applicable requirements of AWS D1.1 and as specified in this section. Each welder, welding operator, and tacker assigned to work on this contract shall also have a minimum five years experience on work of similar size and scope. Welders, welding operators, and tackers who make acceptable procedure qualification test welds will be considered qualified for the welding procedure used.

1.6.1 Previous Personnel Qualifications

At the discretion of the Contracting Officer, welders, welding operators, and tackers qualified by test within the previous 6 months may be accepted for this contract without requalification if all the following conditions are met:

- a. Copies of the welding procedure specifications, the procedure qualification test records, and the welder, welding operator, and tacker qualification test records are submitted and approved in accordance with the specified requirements for detail drawings.

- b. Testing was performed by an approved testing laboratory, technical consultant, or the Contractor's approved quality control organization.

- c. The previously qualified welding procedure conforms to the requirements of this specification and is applicable to welding conditions encountered under this contract.

- d. The welder, welding operator, and tacker qualification tests conform to the requirements of this specification and are applicable to welding conditions encountered under this contract.

1.6.2 Certificates

Before assigning any welder, welding operator, or tacker to work under this contract, the Contractor shall submit the names of the welders, welding operators, and tackers to be employed, and certification that each individual is qualified as specified. The certification shall state the

type of welding and positions for which the welder, welding operator, or tacker is qualified, the code and procedure under which the individual is qualified, the date qualified, and the name of the firm and person certifying the qualification tests. The certification shall be kept on file, and 3 copies shall be furnished. The certification shall be kept current for the duration of the contract.

1.6.3 Renewal of Qualification

Requalification of a welder or welding operator shall be required under any of the following conditions:

a. It has been more than 6 months since the welder or welding operator has used the specific welding process for which he is qualified.

b. There is specific reason to question the welder or welding operator's ability to make welds that meet the requirements of these specifications.

c. The welder or welding operator was qualified by an employer other than those firms performing work under this contract, and a qualification test has not been taken within the past 12 months. Records showing periods of employment, name of employer where welder, or welding operator, was last employed, and the process for which qualified shall be submitted as evidence of conformance.

d. A tacker who passes the qualification test shall be considered eligible to perform tack welding indefinitely in the positions and with the processes for which he is qualified, unless there is some specific reason to question the tacker's ability. In such a case, the tacker shall be required to pass the prescribed tack welding test.

1.7 INSPECTOR QUALIFICATION

Inspector qualifications shall be in accordance with AWS D1.1. Nondestructive testing personnel shall be qualified in accordance with the requirements of ASNT RP SNT-TC-1A for Levels I or II in the applicable nondestructive testing method. The inspector may be supported by assistant welding inspectors who are not qualified to ASNT RP SNT-TC-1A, and assistant inspectors may perform specific inspection functions under the supervision of the qualified inspector.

1.8 SYMBOLS

Symbols shall be in accordance with AWS A2.4, unless otherwise indicated.

1.9 SAFETY

Safety precautions during welding shall conform to AWS Z49.1.

PART 2 PRODUCTS

2.1 WELDING EQUIPMENT AND MATERIALS

All welding equipment, electrodes, welding wire, and fluxes shall be capable of producing satisfactory welds when used by a qualified welder or welding

operator performing qualified welding procedures. All welding equipment and materials shall comply with the applicable requirements of AWS D1.1.

PART 3 EXECUTION

3.1 WELDING OPERATIONS

3.1.1 Requirements

Workmanship and techniques for welded construction shall conform to the requirements of AWS D1.1 and AISC ASD Spec. When AWS D1.1 and the AISC ASD specifications conflict, the requirements of AWS D1.1 shall govern. All backing bars shall be removed from welds prior to cleaning and painting.

3.1.2 Identification

Welds shall be identified in one of the following ways:

a. Written records shall be submitted to indicate the location of welds made by each welder, welding operator, or tacker.

b. Each welder, welding operator, or tacker shall be assigned a number, letter, or symbol to identify welds made by that individual. The Contracting Officer may require welders, welding operators, and tackers to apply their symbol next to the weld by means of rubber stamp, felt-tipped marker with waterproof ink, or other methods that do not cause an indentation in the metal. For seam welds, the identification mark shall be adjacent to the weld at 3 foot intervals. Identification with die stamps or electric etchers shall not be allowed.

3.2 QUALITY CONTROL

Testing shall be done by an approved inspection or testing laboratory or technical consultant; or if approved, the Contractor's inspection and testing personnel may be used instead of the commercial inspection or testing laboratory or technical consultant. The Contractor shall perform visual and radiographic, ultrasonic, and magnetic particle inspection to determine conformance with paragraph STANDARDS OF ACCEPTANCE. Procedures and techniques for inspection shall be in accordance with applicable requirements of AWS D1.1, except that in radiographic inspection only film types designated as "fine grain," or "extra fine," shall be employed.

3.3 STANDARDS OF ACCEPTANCE

Dimensional tolerances for welded construction, details of welds, and quality of welds shall be in accordance with the applicable requirements of AWS D1.1 and the contract drawings. Nondestructive testing shall be by visual inspection radiographic, ultrasonic, and magnetic particle methods.

3.3.1 Nondestructive Examination

The welding shall be subject to inspection and tests in the mill, shop, and field. Inspection and tests in the mill or shop will not relieve the Contractor of the responsibility to furnish weldments of satisfactory quality. When materials or workmanship do not conform to the specification requirements, the Government reserves the right to reject material or

workmanship or both at any time before final acceptance of the structure containing the weldment.

- a. One full penetration joint per gate shall be tested by the radiographic method; ultrasonic inspection may be used if radiographic is not possible. The tested joint shall be selected by the Contracting Officers Representative after all welding on the gate has been completed.
- b. 10 percent of welds on structural tee ribs shall be tested by the ultrasonic method. The tested welds shall be selected by the Contracting Officers Representative after all welding on the gate has been completed.
- c. 10 percent of fillet welds shall be tested by the magnetic particle method on each tainter gate.
- d. 100 percent of all welds shall be subject to visual inspection, in accordance with AWS D1.1 by the Certified Welding Inspector.
- e. Any weld that has questionable quality by the AWS Certified Welding Inspector shall be tested at no additional cost to the Government.

3.3.2 Destructive Tests

When metallographic specimens are removed from any part of a structure, the Contractor shall make repairs. The Contractor shall employ qualified welders or welding operators, and shall use the proper joints and welding procedures, including peening or heat treatment if required, to develop the full strength of the members and joints cut and to relieve residual stress.

3.4 GOVERNMENT INSPECTION AND TESTING

In addition to the inspection and tests performed by the Contractor for quality control, the Government will perform inspection and testing for acceptance to the extent determined by the Contracting Officer. The costs of such inspection and testing will be borne by the Contractor if unsatisfactory welds are discovered, or by the Government if the welds are satisfactory. The work may be performed by the Government's own forces or under a separate contract for inspection and testing. The Government reserves the right to perform supplemental nondestructive and destructive tests to determine compliance with paragraph STANDARDS OF ACCEPTANCE.

3.5 CORRECTIONS AND REPAIRS

When inspection or testing indicates defects in the weld joints, the welds shall be repaired using a qualified welder or welding operator as applicable. Corrections shall be in accordance with the requirements of AWS D1.1 and the specifications. Defects shall be repaired in accordance with the approved procedures. Defects discovered between passes shall be repaired before additional weld material is deposited. Wherever a defect is removed and repair by welding is not required, the affected area shall be blended into the surrounding surface to eliminate sharp notches, crevices, or corners. After a defect is thought to have been removed, and before rewelding, the area shall be examined by suitable methods to ensure that the defect has been eliminated. Repair welds shall meet the inspection requirements for the original welds. Any indication of a defect shall be regarded as a defect, unless reevaluation by nondestructive methods or by surface conditioning shows that no unacceptable defect is present.

-- End of Section --

SECTION 05120

STRUCTURAL STEEL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

AISC ASD Manual	(1989) Manual of Steel Construction Allowable Stress Design
AISC ASD/LRFD Vol II	(1992) Manual of Steel Construction Vol II: Connections
AISC LRFD Vol I	(1995) Manual of Steel Construction Load & Resistance Factor Design, Vol I: Structural Members, Specifications & Codes
AISC LRFD Vol II	(1995) Manual of Steel Construction Load & Resistance Factor Design, Vol II: Structural Members, Specifications & Codes

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 36/A 36M	(Latest Edition) Carbon Structural Steel
ASTM A 53	(Latest Edition) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
ASTM A 572	(Latest Edition) High-Strength Low-Alloy Columbium-Vanadium Structural Steel
ASTM A 992	(Latest Edition) Structural Steel Shapes

AMERICAN WELDING SOCIETY (AWS)

AWS A2.4	(1998) Standard Symbols for Welding, Brazing and Nondestructive Examination
AWS D1.1	(2004) Structural Welding Code - Steel

1.2 GENERAL REQUIREMENTS

Structural steel fabrication and erection shall be performed by an organization experienced in structural steel work of equivalent magnitude. The Contractor shall be responsible for correctness of detailing, fabrication, and for the correct fitting of structural members. Connections, for any part of the structure not shown on the contract

drawings, shall be considered simple shear connections and shall be designed and detailed in accordance with pertinent provisions of AISC ASD Manual and AISC LRFD Vol II. Substitution of sections or modification of connection details will not be accepted unless approved by the Contracting Officer. AISC ASD Manual and AISC ASD/LRFD Vol II or AISC LRFD Vol I and AISC LRFD Vol II shall govern the work. Welding shall be in accordance with AWS D1.1; except that welding for critical applications shall be in accordance with Section 05090 WELDING, STRUCTURAL or paragraph WELDING. High-strength bolting shall be in accordance with AISC ASD Manual or AISC LRFD Vol I.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Drawings
Structural Steel Drawings ; G

Drawings shall include members and connections to be replaced or repaired. These details shall be indicated on the shop drawings. Welds shall be indicated by standard welding symbols in accordance with AWS A2.4.

SD-07 Certificates
Mill Test Reports; FIO

Certified copies of mill test reports for structural steel, structural bolts, nuts, washers and other related structural steel items, including attesting that the structural steel furnished contains no less than 25 percent recycled scrap steel and meets the requirements specified, prior to the installation.

1.4 STORAGE

Material shall be stored out of contact with the ground in such manner and location as will minimize deterioration.

1.5 RESPONSIBILITY FOR ERRORS

The Contractor shall be responsible for errors of detailing, fabricating, and for the correct fitting of the structural members.

PART 2 PRODUCTS

2.1 STRUCTURAL STEEL

2.1.1 Carbon Grade Steel

Carbon grade steel shall conform to ASTM A 36, ASTM A 572 GR50, or ASTM A992 GR 50.

PART 3 EXECUTION

3.1 FABRICATION

Fabrication shall be in accordance with the applicable provisions of AISC ASD Manual. Fabrication and assembly shall be done in the shop to the greatest extent possible.

3.2 ERECTION

Erection of structural steel shall be in accordance with the applicable provisions of AISC ASD Manual. Replacement and repair of structural members shall be as indicated on the drawings and as directed by the Contracting Officer.

3.2.1 Structural Connections

Field welded structural connections shall be completed before load is applied.

3.2.2 Bearing Plates

Bearing plates for girders, and similar members shall be provided. Bearing plates shall be provided with full bearing after the supported members have been plumbed and properly positioned, but prior to placing superimposed loads.

3.2.3 Miscellaneous Welding

Costs for miscellaneous welding shall be included in Bid Item "Miscellaneous Welding". Miscellaneous welding consists of all surface preparation needed to arrive at an acceptable weldable surface, the actual welding of the defect, and (if desired) the grinding of the weld. Miscellaneous welding will be performed at the direction of the Contracting Officer on an as-needed basis. Miscellaneous welding typically consists of (though may not be limited to) defects such as cracks or large corrosion pits found after the completion of blasting. The welding positions, weld sizes, and weld types for this work can be expected to vary. Costs for miscellaneous welding are separate and independent from other welding what may be required under other bid items in this contract. Welding shall conform to AWS D1.1.

3.2.4 Removal of Members

The existing member shall be removed by cutting the member near the girder flange and then grinding off the remaining portion of the section down to the surface of the girder flange or by another approved method. Cutting and grinding shall be done in such a manner as to prevent damage to the main member. Grinding of gate members shall be as indicated on the contract drawings.

3.2.5 Installation of New Members

New members shall be installed in the same position and alignment as old members. Welding shall be in accordance with SECTION: WELDING.

3.2.6 Repair of Structural Members

Repair of members shall be accomplished by heating and straightening. The damaged member shall be straightened to near its original shape to the satisfaction of the Contracting Officer. If any primary structural members require repair, the gate shall be temporarily shored by means approved by

the Contracting Officer prior to repairs being made. Only two secondary members at a time shall be repaired, and the two members must be on opposite sides of the gate. Adjacent members shall not be damaged. The maximum temperature of heated members shall not exceed 1,100 degrees F. The temperature shall be checked using either temperature indicating crayons or a digital pyrometer during the heating process. Straightening by mechanical methods shall be considered as a secondary/supplemental process and shall be used sparingly. The damaged portions of members to be straightened typically range from ¼" thick to 1-1/4" thick and are typically less than one foot wide by two feet long in size. The Contracting Officer shall identify the members to be repaired during construction.

3.2.7 Grinding of Structural Members

Grinding of corroded areas of members shall be as indicated on drawings and/or as directed by the Contracting Officer's representative. Costs for miscellaneous grinding are separate and independent from other replacement and welding items required in this contract.

-- End Of Section --

SECTION 05500

SIDE SEAL ASSEMBLY AND FABRICATION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A14.3 (2002) Ladders - Fixed - Safety Requirements

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 36/A 36M (Latest Edition) Carbon Structural Steel

ASTM A 53 (Latest Edition) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless

ASTM A 276 (Latest Edition) Stainless Steel Bars and Shapes

ASTM A 480 (Latest Edition) General Requirements for Flat-Rolled Stainless and Heat Resisting Steel Plate, Sheet, and Strip

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1 (2004) Structural Welding Code - Steel

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Drawings
Miscellaneous Metal Items ; G.

Detail drawings indicating material thickness, type, grade, and class; dimensions; and construction details.

SD-04 Samples
Gaskets and Rubber Seals ; G.

Samples of the gasket and J-bulb rubber seal shall be full size and complete as required for installation in the work, and may be installed in

the work, provided each sample is clearly identified and its location recorded.

1.3 GENERAL REQUIREMENTS

The Contractor shall field verify dimensions and shall make any corrective action prior to fabrication. Welding to or on structural steel shall be in accordance with AWS D1.1. Materials and parts necessary to complete each item, even though such work is not definitely shown or specified, shall be included. Poor matching of holes for fasteners shall be cause for rejection. Removal, reinstalling, and adjusting of side seal assembly shall be as indicated on the drawings and as specified in SECTION: 01540 MARINE WORK.

1.4 WORKMANSHIP

The material to be furnished under this section of the specifications shall be subject to inspection and test in the mill, shop, and field by Government inspectors. However, inspection in the mill or shop shall not relieve the Contractor of his responsibility to furnish satisfactory materials, and the Government reserves the right to reject any materials at any time prior to final acceptance of the completed job, when, in the opinion of the specification requirements. Inspection and tests by the Government will be without cost to the Contractor.

PART 2 PRODUCTS

2.1 SEAL ASSEMBLY

Unless otherwise specified, structural steel shall conform to ASTM A 36.

2.2 BOLTS, NUTS, CAP SCREWS, AND WASHERS

Bolts, nuts, screws, and washers shall be the type and material as specified below and size as indicated on the drawings. For installation, "Never Seize" or approved equal shall be used on threads to prevent galling. Bolts, unless otherwise specified, shall be American National form of thread. Where corrosion-resisting steel (stainless steel) bolts, nuts, and screws, and washers are required, material shall conform to ASTM A 276.

2.2.1 FLAT HEAD CAP SCREWS AND BOLTS

Flat head cap screws and bolts shall conform to ASTM A 276, type 304, condition A.

2.2.2 HEXAGON HEAD BOLTS

Hexagon head bolts shall conform to ASTM A 276, type 304.

2.2.3 HEXAGON NUTS

Hexagon nuts shall conform to Nitronic 60, UNS-S21800. The hexagon nuts shall have nylon locking inserts.

2.2.4 WASHERS

Tainter gate side seal plate washers shall be 2" outside diameter and shall conform to ASTM A 480, Type 304, circular style. (These will require special fabrication.)

2.3 SHIMS

Shims shall be steel, conforming to ASTM A 611, Grade A.

2.4 RUBBER WASHERS AND GASKETS

Rubber washers and gaskets shall conform to ASTM D 2000, BC 610 Z1, (Z1 - Ultimate Elongation 250% Min.). The gaskets shall have the following characteristics: A durometer hardness of 55-65, minimum tensile strength of 1,000 p.s.i, neoprene base, weather resistant and ozone resistant. Rubber washers (1/16" thick) shall be provided behind each 2" O.D. washer.

2.5 ANGLES AND BARS

Angles and bars shall be fabricated from a single piece of structural steel conforming to ASTM A 36.

2.5.1 RUBBER GATE SEALS

Rubber seals shall be molded rubber only. The material shall be compounded of natural or synthetic polyisoprene or a blend of both and shall contain reinforcing carbon black, zinc oxide, accelerators, antioxidants, vulcanizing agents and plasticizers. Physical characteristics shall meet the following requirements.

<u>PHYSICAL TEST</u>	<u>TEST VALUE</u>	<u>TEST METHOD SPECIFICATION</u>
Tensile Strength	2,500 psi (min.)	ASTM D 412
Elongation at Break	450% (min.)	ASTM D 412
300% Modulus	900 psi (min.)	ASTM D 412
Durometer Hardness (Shore Type A)	60 to 70	ASTM D 2240
*Water Absorption	5% by weight (max.)	ASTM D 471
Compression Set	30% (max.)	ASTM D 395
Tensile Strength (after aging 48 hrs)	80% of tensile strength (min.)	ASTM D 572

* The "Water Absorption" test shall be performed with distilled water. The washed specimen shall be blotted dry with filter paper or other absorbent material and suspended by means of small glass rods in the oven at a temperature of 70 degrees plus/minus 2 degrees C for 22 plus/minus ¼ hour. The specimen shall be removed, allowed to cool to room temperature in air, and weighed. The weight shall be recorded to the nearest 1 mg as W1 (W1 is defined in ASTM D 471). The immersion temperature shall be 70 degrees plus/minus 1 degree C and the duration of immersion shall be 166 hours.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The side seal assembly shall be fabricated in accordance with details indicated on the drawings. The fabrications shall be in accordance with requirements for tolerance, clearances and finished specifically mentions in these specifications or on the drawings. Tolerances, clearances and dimensions not specifically mentioned shall be according to standard practice, due consideration being given to the special nature or functions of the parts and to the corresponding accuracy required. The bars and angles shall be formed to the proper curvature by cold working without reducing the elastic limit of the material and this shall be done in the fabrication shop. The gate seal clamping bars shall have edges ground smooth. Torch cutting the boltholes will not be allowed. Slots shall be punched.

3.2 WORKMANSHIP

Finished members shall be in accordance with the details shown on the drawings and as specified. Corners shall be square and true unless otherwise specified or shown on the drawings. All burrs from fabrication shall be lightly ground smooth prior to assembly or painting.

3.2.1 DIMENSIONAL TOLERANCES

Dimensions shall be measured by means of an approved calibrated steel tape of the same temperature as the steel. The following tolerances apply to the side seal angles and bars and shall be determined, after bending to the proper radius, with J-bulb leg of the curved angle laying on a flat surface which has an arc drawn to the proper radius. The inside face of the skin plate leg of the angle and side seal bars shall be within 0-inch and +1/2-inch of the proper radius. The outside face of the J-bulb leg shall not deviate more than 1/4-inch from the flat surface. The legs of the curved angle shall be within +1/8-inch of forming a true 90 degree angle when measured at the edge of the skin plate leg. The radius bends shall be smooth with no abrupt changes. Submit a sample gasket and J-bulb seal for review and approval.

3.2.2 VERIFICATION OF TOLERANCES

The Contractor shall mark each side seal angle and bar with an identification number and record the tolerance measurements of each angle and bar along with radius and length in an acceptable format. The Contractor shall furnish the records of measurements to the Contracting Officer; three or more of the angles and bars will be randomly chosen by the Contracting Officer; and the Contractor shall check the measurements in the presence of the Contracting Officer to verify the dimensional tolerances prior to shipping.

-- End Of Section --

SECTION 09965

PAINTING: HYDRAULIC STRUCTURES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- | | |
|-------------|---|
| ANSI Z87.1 | (2003) Occupational and Educational Eye and Face Protection |
| ANSI Z358.1 | (2004) Emergency Eyewash and Shower Equipment |

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- | | |
|-------------|--|
| ASTM D 12 | (1988; R 1998) Raw Tung Oil |
| ASTM D 153 | (1984; R 1996e1) Specific Gravity of Pigments |
| ASTM D 235 | (1999) Mineral Spirits (Petroleum Spirits)
(Hydrocarbon Dry Cleaning Solvent) |
| ASTM D 281 | (1995) Oil Absorption of Pigments by Spatula Rub-Out |
| ASTM D 304 | (1995; R 1999) n-Butyl Alcohol (Butanol) |
| ASTM D 520 | (2000) Zinc Dust Pigment |
| ASTM D 561 | (1982; R 1996) Carbon Black Pigment for Paint |
| ASTM D 740 | (1994; R 2001) Methyl Ethyl Ketone |
| ASTM D 841 | (1997) Nitration Grade Toluene |
| ASTM D 962 | (1981; R 1999) Aluminum Powder and Paste
Pigments for Paints |
| ASTM D 1045 | (1995; R 2001) Sampling and Testing
Plasticizers Used in Plastics |
| ASTM D 1152 | (1989; R 1997) Methanol (Methyl Alcohol) |
| ASTM D 1153 | (1994; R 1997) Methyl Isobutyl Ketone |

ASTM D 1186	(2001) Nondestructive Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to a Ferrous Base
ASTM D 1200	(1994; R 1999) Viscosity by Ford Viscosity Cup
ASTM D 1210	(1996) Fineness of Dispersion of Pigment-Vehicle Systems by Hegman-Type Gage
ASTM D 1308	(1987; R 1998) Effect of Household Chemicals on Clear and Pigmented Organic Finishes
ASTM D 1400	(2000) Nondestructive Measurement of Dry Film Thickness of Nonconductive Coatings Applied to a Nonferrous Metal Base
ASTM D 1475	(1998) Density of Paint, Varnish, Lacquer, and Related Products
ASTM D 1640	(1995; R 1999) Drying, Curing, or Film Formation of Organic Coatings at Room Temperature
ASTM D 2369	(2001) Volatile Content of Coatings
ASTM D 2917	(1991; R 1998) Methyl Isoamyl Ketone
ASTM D 3721	(1983; R 1999) Synthetic Red Iron Oxide Pigment
ASTM D 4206	(1996) Sustained Burning of Liquid Mixtures Using the Small Scale Open-Cup Apparatus
ASTM D 4417	(1993; R 1999) Field Measurement of Surface Profile of Blast Cleaned Steel
ASTM E 1347	(1997) Color and Color-Difference Measurement by Tristimulus (Filter) Colorimetry

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1910.20	Access to Employee Exposure and Medical Records
29 CFR 1910.94	Ventilation
29 CFR 1910.134	Respiratory Protection
29 CFR 1910.146	Permit-required Confined Spaces
29 CFR 1910, Subpart I	Personal Protective Equipment
29 CFR 1926	Safety and Health Regulations for Construction

29 CFR 1926.62	Lead
40 CFR 50.6	National Primary and Secondary Ambient Air Quality Standards for Particulate Matter
40 CFR 50.12	National Primary and Secondary Ambient Air Quality Standards for Lead
40 CFR 50, App B	Reference Method for the Determination of Suspended Particulate Matter in the Atmosphere
40 CFR 58, App E	Probe Siting Criteria for Ambient Air Quality Monitoring
40 CFR 60, App A, Mtd 22	Visual Determination of Fugitive Emissions from Material Sources and Smoke Emissions from Flares
40 CFR 117	Determination of Reportable Quantities for Hazardous Substances
40 CFR 122	EPA Administered Permit Programs: The National Pollutant Discharge Elimination System
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 261, App III	Chemical Analysis Test Methods
40 CFR 261, App II, Mtd 1311	Toxicity Characteristic Leaching Procedure (TCLP)
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 262.22	Number of Copies
40 CFR 263	Standards Applicable to Transporters of Hazardous Waste
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning and Notification
49 CFR 171, Subchapter C	Hazardous Materials Regulations

COMMERCIAL ITEM DESCRIPTIONS (CID)

CID A-A-3130	Paint (For Application to Wet Surfaces)
CID A-A-3132	Coating System: Epoxy Primer/Urethane Topcoat, For Minimally Prepared Atmospheric Steel

CID A-A-50542

(Rev A) Coating System: Reflective, Slip-Resistant, Chemical-Resistant Urethane for Maintenance Facility Floors

ENGINEERING MANUALS (EM)

EM 385-1-1

(2003) U.S. Army Corps of Engineers Safety and Health Requirements Manual

FEDERAL STANDARDS (FED-STD)

FED-STD-595

(Rev B, Notice 1) Colors Used in Government Procurement

MILITARY SPECIFICATIONS (MS)

MS MIL-DTL-24441

(Rev C, Supplement 1) Paint, Epoxy-Polyamide, General Specification for

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70

(2002) National Electrical Code

NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)

NIOSH Pub No. 98-119

(1998, 4th Ed., 2nd Supplement) NIOSH Manual of Analytical Methods

THE SOCIETY FOR PROTECTIVE COATINGS (SSPC)

SSPC Guide 6

(2004) Containing Debris Generated During Paint Removal Operations

SSPC QP 1

(2004) Standard Procedure for Evaluating Qualifications of Painting Contractors

SSPC QP 2

(2004) Standard Procedure for Evaluating the Qualifications of Painting Contractors to Remove Hazardous Paint

SSPC Paint 16

(2004) Coal Tar Epoxy-Polyamide Black (or Dark Red) Paint

SSPC Paint 20

(2004) Zinc-Rich Primers (Type I - "Inorganic" and Type II - "Organic")

SSPC Paint 25

(2004) Red Iron Oxide, Zinc Oxide, Raw Linseed Oil and Alkyd Primer (Without Lead and Chromate Pigments)

SSPC Paint 27

(2004) Basic Zinc Chromate-Vinyl Butyral Wash Primer

SSPC Paint 33

(2004) Coal Tar Mastic, Cold-Applied

SSPC PS 26.00

(2004) Aluminum-Pigmented Coating System for Steel Surfaces, Performance-Based

SSPC SP 1	(2004) Solvent Cleaning
SSPC SP 3	(2004) Power Tool Cleaning
SSPC SP 5/NACE 1	(2004) White Metal Blast Cleaning
SSPC SP 6/NACE 3	(2004) Commercial Blast Cleaning
SSPC SP 7/NACE 4	(2004) Brush-Off Blast Cleaning

1.2 LUMP SUM PRICE

1.2.1 Painting: Hydraulic Structures

1.2.1.1 Payment

Payment will be made for costs associated with "Painting: Hydraulic Structures", which includes full compensation for furnishing all materials, equipment, and labor required to paint the hydraulic structures in accordance with this section.

1.2.1.2 Unit of Measure

Unit of measure: lump sum.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data
Qualifications and Experience ; G

The Contractor shall submit certification pursuant to paragraph QUALIFICATIONS for all job sites. Submittal of the qualifications and experience of any additional qualified and competent persons employed to provide on-site environmental, safety, and health shall also be provided. Acceptance of this submission must be obtained prior to the submission of other required environmental, safety, and health submittal items.

Respiratory Protection Program ; G

The Contractor shall submit a comprehensive written respiratory protection program in accordance with 29 CFR 1910.134, 29 CFR 1926.62, and Section 05.E of EM 385-1-1.

Airborne Sampling Plan ; G

The contractor shall submit an Airborne Sampling Plan detailing the NIOSH Pub No. 98-119, Factory Mutual, or Underwriters Laboratories approved equipment, equipment calibration procedures, sampling methods, sampling to be performed, and analytical procedures to be used based on the type of work to be performed and anticipated toxic contaminants to be generated.

The contractor shall include the name of the accredited laboratory, listed by the American Industrial Hygiene Association (AIHA), to be used to conduct the analysis of any collected air samples.

Waste Classification, Handling, and Disposal Plan ; G

The contractor shall submit a Waste Classification, Handling, and Disposal Plan in accordance with the requirements of 40 CFR 261 and 40 CFR 262 and paragraph Waste Classification, Handling, and Disposal.

Containment Plan ; G

For all jobs where lead is present, the Contractor shall develop a plan for containing all lead contaminated waste. The containment shall comply with the requirements of SSPC Guide 6, Class 4.

Water Quality Plan ; G

For all job sites where lead-containing or other hazardous paint will be removed, the Contractor shall submit a Water Quality Plan. The plan shall include provisions for halting work if spills or emissions are observed entering into bodies of water or found in areas where storm water runoff could carry the debris into bodies of water or storm sewers. The plan shall also address cleanup and reporting procedures.

SD-04 Samples

Special Paint Formulas; G

Samples of special paint formulas, listed in paragraph PAINT FORMULATIONS, shall be submitted. For all vinyl-type paints submitted for laboratory testing, separate ½-pint samples of ingredient raw materials shall be furnished. The ingredient samples shall be clearly identified by commercial name, trade designation, manufacturer, batch or lot number, and such other data as may be required. For all epoxy type paints submitted for laboratory testing, a list of ingredient raw materials identifying commercial name, trade designation, manufacturer, batch or lot number, and such other data as may be required shall be furnished.

Specification and Proprietary Paints ; G

Federal, Military, Commercial Item Description, and SSPC: The Society for Protective Coatings specification paints are those formulated to meet federal, military, government and industry specifications. When the required quantity of any type is 190 L 50 gallons or less, the Contractor can submit:

a. A certified test report showing the results of required tests made on the material and a statement that it meets all of the specification requirements.

b. A certified test report showing the results of required tests made on a previous batch of paint produced by the same firm using the same ingredients and formulation except for minor differences necessitated by a color change and a statement that the previous batch met all of the specification requirements. A report of tests on the proposed batch showing the following properties applicable to the material specifications

shall be furnished: color, gloss, drying time, opacity, viscosity, weight per gallon, and fineness of grind.

c. A proprietary paint - When the required quantity of a particular type or color of a paint is 38 L 10 gallons or less, a proprietary, name-brand, shelf item paint of the same type and with sampling. Proprietary paints are any which do not follow the formulas in paragraph PAINT FORMULATIONS or the complete specification requirements of the government or industry specifications. To receive consideration, a statement from the supplier that the paint is appropriate as to type, color, and gloss and is a premium grade of paint shall be furnished.

Thinners ; G

Samples shall be submitted of the thinners which are those solvents used to reduce the viscosity of the paint.

SD-06 Test Reports Inspections and Operations; FIO

The Contractor shall document and submit records of inspections and operations performed. Submittals shall be made on a daily basis and shall include but are not limited to:

- a. Inspections performed, including the area of the structure involved and the results of the inspection.
- b. Surface preparation operations performed, including the area of the structure involved, the mode of preparation, the kinds of solvent, abrasive, or power tools employed, and whether contract requirements were met.
- c. Thinning operations performed, including thinners used, batch numbers, and thinner/paint volume ratios.
- d. Application operations performed, including the area of the structure involved, mode of application employed, ambient temperature, substrate temperature, dew point, relative humidity, type of paint with batch numbers, elapsed time for recoat, condition of underlying coat, number of coats applied, and if specified, measured dry film thickness or spreading rate of each new coating.

1.4 QUALIFICATIONS

Qualifications and experience shall comply with the following.

1.4.1 Certified Professional

The Contractor shall utilize a qualified and competent person as defined in Section 01 of EM 385-1-1 to develop the required safety and health submittal and to provide on-site safety and health services during the contract period. The person shall be a Certified Industrial Hygienist (CIH), an Industrial Hygienist (IH), or a Certified Safety Professional (CSP) with a minimum of 3 years of demonstrated experience in similar related work. The Contractor shall certify that the Certified Industrial Hygienist (CIH) holds current and valid certification from the American Board of Industrial Hygiene (ABIH), that the IH is considered board eligible by written

confirmation from the ABIH, or that the CSP holds current and valid certification from the American Board of Certified Safety Professionals. The CIH, IH, or CSP may utilize other qualified and competent persons, as defined in EM 385-1-1, to conduct on-site safety and health activities as long as these persons have a minimum of 2 years of demonstrated experience in similar related work and are under the direct supervision of the CIH, IH, or CSP. For lead containing jobsites, the competent and qualified person shall have successfully completed an EPA or state accredited lead-based paint abatement Supervisor course specific to the work to be performed and shall possess current and valid state and/or local government certification, as required.

1.4.2 Certified Laboratory

The Contractor shall provide documentation that includes the name, address, and telephone number of the laboratories to be providing services. In addition, the documentation shall indicate that each laboratory is an EPA National Lead Laboratory Accreditation Program (NLLAP) accredited laboratory and that each is rated proficient in the NIOSH/EPA Environmental Lead Proficiency Analytical Testing Program (ELPAT) and will document the date of current accreditation. Certification shall include accreditation for heavy metal analysis, list of experience relevant to analysis of lead in air, and a Quality Assurance and Quality Control Program.

1.5 SAMPLING AND TESTING

The Contractor shall allow at least 30 days for sampling and testing. Sampling may be at the jobsite or source of supply. The Contractor shall notify the Contracting Officer when the paint and thinner are available for sampling. Sampling of each batch shall be witnessed by the Contracting Officer unless otherwise specified or directed. A 1-quart sample of paint and thinner shall be submitted for each batch proposed for use. The sample shall be labeled to indicate formula or specification number and nomenclature, batch number, batch quantity, color, date made, and applicable project contract number. Testing will be performed by the Government. Costs for retesting rejected material will be deducted from payments to the Contractor at the rate of 200 dollars for each paint sample retested.

1.6 SAFETY AND HEALTH PROVISIONS

Work shall be performed in accordance with the requirements of 29 CFR 1910, 29 CFR 1926, EM 385-1-1, and other references as listed herein. Matters of interpretation of the standards shall be submitted to the Contracting Officer for resolution before starting work. Where the regulations conflict, the most stringent requirements shall apply. Paragraph SAFETY AND HEALTH PROVISIONS supplements the requirements of EM 385-1-1, paragraph (1). In any conflict between Section 01 of EM 385-1-1 and this paragraph, the provisions herein shall govern.

1.6.1 Abrasive Blasting

The Contractor shall comply with the requirements in Section 06.H of EM 385-1-1.

1.6.1.1 Hoses And Nozzles

In addition to the requirements in Section 20 of EM 385-1-1, hoses and hose connections of a type to prevent shock from static electricity shall be used. Hose lengths shall be joined together by approved couplings of a material and type designed to prevent erosion and weakening of the couplings. The couplings and nozzle attachments shall fit on the outside of the hose and shall be designed to prevent accidental disengagement.

1.6.1.2 Workers Other Than Blasters

Workers other than blasting operators working in close proximity to abrasive blasting operations shall be protected by utilizing MSHA/NIOSH-approved half-face or full-face air purifying respirators equipped with high-efficiency particulate air (HEPA) filters, eye protection meeting or exceeding ANSI Z87.1 and hearing protectors (ear plugs and/or ear muffs) providing a noise reduction rating of at least 20 dBA or as needed to provide adequate protection.

1.6.2 Cleaning with Compressed Air

Cleaning with compressed air shall be in accordance with Section 20.B.5 of EM 385-1-1 and personnel shall be protected as specified in 29 CFR 1910.134.

1.6.3 Cleaning with Solvents

1.6.3.1 Ventilation

Ventilation shall be provided where required by 29 CFR 1910.146 or where the concentration of solvent vapors exceeds 10 percent of the Lower Explosive Limit (LEL). Ventilation shall be in accordance with 29 CFR 1910.94, paragraph (c)(5).

1.6.3.2 Personal Protective Equipment

Personal protective equipment shall be provided where required by 29 CFR 1910.146 and in accordance with 29 CFR 1910, Subpart I.

1.6.4 Pretreatment of Metals and Concrete with Acids

1.6.4.1 Personal Protective Equipment

Personnel shall be protected in accordance with 29 CFR 1910, Subpart I.

1.6.4.2 Emergency Equipment

In addition to the requirements of Section 05 of EM 385-1-1, the Contractor shall provide an eyewash in accordance with ANSI Z358.1, paragraph (6).

1.6.5 Mixing Epoxy and Polyurethane Resin Formulations

1.6.5.1 Exhaust Ventilation

Local exhaust ventilation shall be provided in the area where the curing agent and resin are mixed. This ventilation system shall be capable of providing at least 100 linear fpm of capture velocity measured at the point where the curing agent and resin contact during mixing.

1.6.5.2 Personal Protective Equipment

Exposure of skin and eyes to epoxy resin components shall be avoided by wearing appropriate chemically resistant gloves, apron, safety goggles, and face shields meeting or exceeding the requirements of ANSI Z87.1.

1.6.5.3 Medical Precautions

Individuals who have a history of sensitivity to epoxy or polyurethane resin systems shall be medically evaluated before any exposure can occur. Individuals who are medically evaluated as exhibiting a sensitivity to epoxy resins shall not conduct work tasks or otherwise be exposed to such chemicals. Individuals who develop a sensitivity shall be immediately removed from further exposure and medically evaluated.

1.6.5.4 Emergency Equipment

A combination unit, comprised of an eyewash and deluge shower, within close proximity to the epoxy or polyurethane resin mixing operation shall be provided in accordance with ANSI Z358.1, paragraph (9).

1.6.6 Paint Application

1.6.6.1 Ventilation

When using solvent-based paint in confined spaces, ventilation shall be provided to exchange air in the space at a minimum rate of 5,000 cubic feet per minute per spray gun in operation. It may be necessary to install both a mechanical supply and exhaust ventilation system to effect adequate air changes within the confined space. All air-moving devices shall be located and affixed to an opening of the confined space in a manner that assures that the airflow is not restricted or short circuited and is supplied in the proper direction. Means of egress shall not be blocked. Ventilation shall be continued after completion of painting and through the drying phase of the operation. If the ventilation system fails or the concentration of volatiles exceeds 10 percent of the LEL (except in the zone immediately adjacent to the spray nozzle), painting shall be stopped and spaces evacuated until such time that adequate ventilation is provided. An audible alarm that signals system failure shall be an integral part of the ventilation system. The effectiveness of the ventilation shall be checked by using ventilation smoke tubes and making frequent oxygen and combustible gas readings during painting operations. Exhaust ducts shall discharge clear of the working areas and away from possible sources of ignition.

1.6.6.2 Explosion Proof Equipment

Electrical wiring, lights, and other equipment located in the paint spraying area shall be of the explosion proof type designed for operation in Class I, Division 1, Group D, hazardous locations as required by the NFPA 70. Electrical wiring, motors, and other equipment, outside of but within 20 feet of any spraying area, shall not spark and shall conform to the provisions for Class I, Division 2, Group D, hazardous locations. Electric motors used to drive exhaust fans shall not be placed inside spraying areas or ducts. Fan blades and portable air ducts shall be constructed of nonferrous materials. Motors and associated control equipment shall be properly maintained and grounded. The metallic parts of air-moving devices,

spray guns, connecting tubing, and duct work shall be electrically bonded and the bonded assembly shall be grounded.

1.6.6.3 Further Precautions

a. Workers shall wear nonsparking safety shoes.

b. Solvent drums taken into the spraying area shall be placed on nonferrous surfaces and shall be grounded. Metallic bonding shall be maintained between containers and drums when materials are being transferred.

c. Insulation on all power and lighting cables shall be inspected to ensure that the insulation is in excellent working condition and is free of all cracks and worn spots. Cables shall be further inspected to ensure that no connections are within 50 feet of the operation, that lines are not overloaded, and that they are suspended with sufficient slack to prevent undue stress or chafing.

1.6.6.4 Ignition Sources

Ignition sources, to include lighted cigarettes, cigars, pipes, matches, or cigarette lighters shall be prohibited in area of solvent cleaning, paint storage, paint mixing, or paint application.

1.6.7 Health Protection

1.6.7.2 Respirators

During all spray painting operations, spray painters shall use approved SCBA or SAR (air line) respirators, unless valid air sampling has demonstrated contaminant levels to be consistently within concentrations that are compatible with air-purifying respirator Assigned Protection Factor (APF). Persons with facial hair that interferes with the sealing surface of the facepiece to facepiece or interferes with respirator valve function shall not be allowed to perform work requiring respiratory protection. Air-purifying chemical cartridge/canister half- or full-facepiece respirators that have a particulate prefilter and are suitable for the specific type(s) of gas/vapor and particulate contaminant(s) may be used for nonconfined space painting, mixing, and cleaning (using solvents). These respirators may be used provided the measured or anticipated concentration of the contaminant(s) in the breathing zone of the exposed worker does not exceed the APF for the respirator and the gas/vapor has good warning properties or the respirator assembly is equipped with a NIOSH-approved end of service life indicator for the gas(es)/vapor anticipated or encountered. Where paint contains toxic elements such as lead, cadmium, chromium, or other toxic particulates that may become airborne during painting in nonconfined spaces, air-purifying half- and full-facepiece respirators or powered air-purifying respirators equipped with appropriate gas vapor cartridges, in combination with a high-efficiency filter, or an appropriate canister incorporating a high-efficiency filter, shall be used.

1.6.7.3 Protective Clothing and Equipment

All workers shall wear safety shoes or boots, appropriate gloves to protect against the chemical to be encountered, and breathable, protective, full-body covering during spray-painting applications. Where necessary for

emergencies, protective equipment such as life lines, body harnesses, or other means of personnel removal shall be used during confined-space work.

1.7 MEDICAL STATUS

Prior to the start of work and annually thereafter, all Contractor employees working with or around paint systems, thinners, blast media, those required to wear respiratory protective equipment, and those who will be exposed to high noise levels shall be medically evaluated for the particular type of exposure they may encounter. Medical records shall be maintained as required by 29 CFR 1910.20. The evaluation shall include:

a. Audiometric testing and evaluation of employees who will work in a noise environment with a time weighted average greater than or equal to 90 dBA.

b. Vision screening (employees who use full-facepiece respirators shall not wear contact lenses).

c. Medical evaluation shall include, but shall not be limited to, the following:

(1) Medical history including, but not limited to, alcohol use, with emphasis on liver, kidney, and pulmonary systems, and sensitivity to chemicals to be used on the job.

(2) General physical examination with emphasis on liver, kidney, and pulmonary system.

(3) Determination of the employee's physical and psychological ability to wear respiratory protective equipment and to perform job-related tasks.

(4) Determination of baseline values of biological indices for later comparison to changes associated with exposure to paint systems and thinners or blast media, which include: liver function tests to include SGOT, SGPT, GGPT, alkaline phosphates, bilirubin, complete urinalysis, EKG (employees over age 40), blood urea nitrogen (bun), serum creatinine, pulmonary function test, FVC, and FEV, chest x-ray (if medically indicated), blood lead and ZPP (for individuals where it is known there will be an exposure to materials containing lead), other criteria that may be deemed necessary by the Contractor's physician, and Physician's statements for individual employees that medical status would permit specific task performance.

(5) For lead-based paint removal, the medical requirements of 29 CFR 1926.62 shall also be included.

1.8 CHANGE IN MEDICAL STATUS

Any employee whose medical status has changed negatively due to work related chemical and/or physical agent exposure while working with or around paint systems and thinners, blast media, or other chemicals shall be evaluated by a physician, and the Contractor shall obtain a physicians statement as described in paragraph MEDICAL STATUS prior to allowing the employee to return to those work tasks. The Contractor shall notify the Contracting

Officer in writing of any negative changes in employee medical status and the results of the physicians reevaluation statement.

1.9 ENVIRONMENTAL PROTECTION

In addition to the requirements of section 01354 the Contractor shall comply with the following environmental protection criteria.

1.9.1 Waste Classification, Handling, and Disposal

The Contractor shall be responsible for assuring the proper disposal of all hazardous and nonhazardous waste generated during the project. Waste generated from lead-containing paints shall be disposed of as a hazardous waste or shall be stabilized with proprietary additives regardless of the results of 40 CFR 261, App II, Mtd 1311. Hazardous waste shall be placed in properly labeled closed containers and shall be shielded adequately to prevent dispersion of the waste by wind or water. Any evidence of improper storage shall be cause for immediate shutdown of the project until corrective action is taken. Nonhazardous waste shall be stored in closed containers separate from hazardous waste storage areas. All hazardous waste shall be transported by a licensed transporter in accordance with 40 CFR 263 and 49 CFR 171, Subchapter C. All nonhazardous waste shall be transported in accordance with local regulations regarding waste transportation. In addition to the number of manifest copies required by 40 CFR 262.22, one copy of each manifest will be supplied to the Contracting Officer prior to transportation.

1.9.2 Containment

The Contractor shall contain debris generated during paint removal operations in accordance with the requirements of SSPC Guide 3.

1.10 PAINT PACKAGING, DELIVERY, AND STORAGE

Paints shall be processed and packaged to ensure that within a period of one year from date of manufacture, they will not gel, liver, or thicken deleteriously, or form gas in the closed container. Paints, unless otherwise specified or permitted, shall be packaged in standard containers not larger than 5 gallons, with removable friction or lug-type covers. Containers for vinyl-type paints shall be lined with a coating resistant to solvents in the formulations and capable of effectively isolating the paint from contact with the metal container. Each container of paint or separately packaged component thereof shall be labeled to indicate the purchaser's order number, date of manufacture, manufacturer's batch number, quantity, color, component identification and designated name, and formula or specification number of the paint together with special labeling instructions, when specified. Paint shall be delivered to the job in unbroken containers. Paints that can be harmed by exposure to cold weather shall be stored in ventilated, heated shelters. All paints shall be stored under cover from the elements and in locations free from sparks and flames.

PART 2 PRODUCTS

2.1 SPECIAL PAINT FORMULAS

Special paints shall have the composition as indicated in the formulas listed herein. Where so specified, certain components of a paint

formulation shall be packaged in separate containers for mixing on the job. If not specified or otherwise prescribed, the color shall be that naturally obtained from the required pigmentation.

2.2 PAINT FORMULATIONS

Special paint formulas shall comply with the following:

2.2.3 Formula V-766e, Vinyl-Type White (or Gray) Impacted Immersion Coating

INGREDIENTS	PERCENT BY MASS
Vinyl Resin, Type 3	5.6
Vinyl Resin, Type 4	11.6
Titanium Dioxide and (for Gray)	
Carbon Black	13.0
Diisodecyl Phthalate	2.9
Methyl Isobutyl Ketone	32.0
Toluene	34.7
Ortho-Phosphoric Acid	0.2
	<hr/> 100.0

a. The dispersion of pigment shall be accomplished by means of pebble mills or other approved methods to produce a fineness of grind (ASTM D 1210) of not less than 7 on the Hegman scale. Grinding in steel-lined or steel-ball mills will not be permitted. No grinding aids, antissettling agents, or any other materials except those shown in the formula will be permitted. The paint shall show the proper proportions of specified materials when analyzed by chromatographic and/or spectrophotometric methods. The ortho-phosphoric acid shall be measured accurately and diluted with at least four parts of ketone to one part of acid and it shall be slowly incorporated into the finished paint with constant and thorough agitation.

b. The viscosity of the paint shall be between 60 and 90 seconds using ASTM D 1200 and a No. 4 Ford cup.

c. The white and gray paints shall be furnished in the volume ratio designated by the purchaser. The gray paint shall contain no pigments other than those specified. Enough carbon black shall be included to produce a dry paint film having a reflectance of 20-24 (ASTM E 1347). The resulting gray color shall approximate color 26231 of FED-STD-595.

2.2.4 Formula VZ-108d, Vinyl-Type Zinc-Rich Impacted Immersion Coating

INGREDIENTS	PERCENT BY WEIGHT	POUNDS	GALLONS
COMPONENT A			
Vinyl Resin, Type 3	16.6	109.2	9.65
Methyl Isobutyl Ketone	80.6	528.9	79.30
Suspending Agent E	0.7	4.6	0.28
Suspending Agent F	0.4	2.7	0.19
Methanol	0.5	3.3	0.50
Synthetic Iron Oxide (Red)	1.2	7.9	0.19
	<hr/>	<hr/>	<hr/>

	100.0	656.6	90.11
COMPONENT B			
Silane B	100.0	4.1	0.47
COMPONENT C			
Zinc Dust	100.0	550.0	9.42
			<hr/> 100.00
			(mixed paint)

a. The iron oxide and suspending agents shall be dispersed into the vehicle (Component A) to a fineness of grind of not less than 4 on the Hegman scale (ASTM D 1210). Grinding in steel-lined containers or using steel-grinding media shall not be permitted. The sole purpose of the iron oxide pigment is to produce a contrasting color. A red iron oxide-type 3 vinyl resin vehicle paste may be used in place of dry iron oxide provided compensating adjustment are made in the additions of Type 3 resin and methyl isobutyl ketone. The finished product with zinc dust added shall produce a paint which has a red tone upon drying and a reflectance of not more than 16 (ASTM E 1347).

b. VZ-108d paint shall be supplied as a kit. Each kit shall consist of 4.5 gallons (33.1 pounds) of Component A in a 5-gallon lug closure type pail, 27.5 pounds of zinc dust (Component C) packaged in a 1-gallon plastic pail, and 3 fluid ounces of silane (Component B) packaged in a glass bottle of suitable size having a polyethylene lined cap. The bottle of silane shall be placed on the zinc dust in the 1 gallon pail. In addition to standard labeling requirements, each container of each component shall be properly identified as to component type and each container label of Component A shall carry the following: MIXING AND APPLICATION INSTRUCTIONS: WARNING - THIS PAINT WILL NOT ADHERE TO STEEL SURFACES UNLESS COMPONENT B IS ADDED. Remove the 3 ounces of bottled Component B (silane) from the Component C (zinc dust) container and add to the base paint Component A) with thorough stirring. Then sift the zinc dust into the base paint while it is being vigorously agitated with a power-driven stirrer and continue the stirring until the zinc dust has been dispersed. The mixed paint shall at some point be strained through a 30-60 mesh screen to prevent zinc dust slugs from reaching the spray gun nozzle. The paint shall be stirred continuously during application at a rate that will prevent settling. If spraying is interrupted for longer than 15 minutes, the entire length of the hose shall be whipped vigorously to redisperse the zinc. If the spraying is to be interrupted for more than 1 hour, the hose shall be emptied by blowing the paint back into the paint pot. Thinning will not normally be required when ambient temperatures are below about 80 degrees F, but when the ambient and steel temperatures are higher, methyl isoamyl ketone (MIAK) or methyl isobutyl ketone (MIBK) should be used. If paint is kept covered at all times, its pot life will be about 8 days.

2.2.5 Formula C-200a, Coal Tar-Epoxy (Black) Paint

The paint shall conform to SSPC Paint 16 manufactured with Type 1 pitch. In addition to standard labeling, container labels shall include the term, Corps of Engineers Formula C-200a.

2.3 INGREDIENTS FOR SPECIAL PAINT FORMULAS

The following ingredient materials and thinners apply only to those special paints whose formulas are shown above in detail.

2.3.1 Pigments and Suspending Agents

2.3.1.1 Aluminum Powder

For vinyl paint aluminum powder shall conform to ASTM D 962, Type 1, Class B.

2.3.1.2 Carbon Black

Carbon black shall conform to ASTM D 561, Type I or II.

2.3.1.3 Zinc Dust

Zinc dust pigment shall conform to ASTM D 520, Type II.

2.3.1.4 Iron Oxide

Iron oxide, (Dry) synthetic (red), shall conform to ASTM D 3721. In addition, the pigment shall have a maximum oil absorption of 24 and a specific gravity of 4.90 to 5.20 when tested in accordance with ASTM D 281 and ASTM D 153, Method A, respectively. When the pigment is dispersed into specified vinyl paint formulation, the paint shall have color approximating FED-STD-595 color 10076 (dark red paint), and shall show no evidence of incompatibility or reaction between pigment and other components after 6 months storage.

2.3.1.5 Titanium Dioxide

Titanium dioxide in vinyl paint Formula V-766e shall be one of the following: Kronos 2160 or 2101, Kronos, Inc.; Ti-Pure 960, E.I. Dupont DeNemours and Co., Inc.

2.3.1.6 Suspending Agent E

Suspending Agent E shall be a light cream colored finely divided powder having a specific gravity of 2 to 2.3. It shall be an organic derivative of magnesium aluminum silicate mineral capable of minimizing the tendency of zinc dust to settle hard without increasing the viscosity of the paint appreciably. MPA-14, produced by RHEOX, Inc., has these properties.

2.3.1.7 Suspending Agent F

Suspending Agent F shall be a light cream colored finely divided powder having a specific gravity of approximately 1.8. It shall be an organic derivative of a special montmorillonite (trialkylaryl ammonium hectorite). Bentone 27, produced by RHEOX, Inc., has these properties.

2.3.2 Resins, Plasticizer, and Catalyst

2.3.2.1 Diisodecyl Phthalate

Diisodecyl Phthalate shall have a purity of not less than 99.0 percent, shall contain not more than 0.1 percent water, and shall have an acid number (ASTM D 1045) of not more than 0.10.

2.3.2.2 Vinyl Resin, Type 3

Vinyl resin, Type 3, shall be a vinyl chloride-acetate copolymer of medium average molecular weight produced by a solution polymerization process and shall contain 85 to 88 percent vinyl chloride and 12 to 15 percent vinyl acetate by weight. The resin shall have film-forming properties and shall, in specified formulations, produce results equal to Vinylite resin VYHH, as manufactured by the Union Carbide Corporation.

2.3.2.3 Vinyl Resin, Type 4

Vinyl resin, Type 4, shall be a copolymer of the vinyl chloride-acetate type produced by a solution polymerization process, shall contain (by weight) 1 percent interpolymerized dibasic acid, 84 to 87 percent vinyl chloride, and 12 to 15 percent vinyl acetate. The resin shall have film-forming properties and shall, in the specified formulations, produce results equal to Vinylite resin VMCH, as manufactured by the Union Carbide Corporation.

2.3.2.4 Ortho-phosphoric Acid

Ortho-phosphoric acid shall be a chemically pure 85-percent grade.

2.3.3 Solvent and Thinners

2.3.3.1 Methanol

Methanol (methyl alcohol) shall conform to ASTM D 1152.

2.3.3.2 Methyl Isobutyl Ketone

Methyl isobutyl ketone (MIBK) shall conform to ASTM D 1153.

2.3.3.3 Toluene

Toluene shall conform to ASTM D 841.

2.3.4 Silane B

Silane B for Formula VZ-108d shall be N-beta-(aminoethyl)-gamma-aminopropyltrimethoxy silane. Silane A-1120, produced by the C.K. Witco Corporation, and Silane Z-6020, produced by Dow Corning Corporation, are products of this type.

2.4 TESTING

2.4.1 Chromatographic Analysis

Solvents in vinyl paints and thinners shall be subject to analysis by programmed temperature gas chromatographic methods and/or spectrophotometric methods, employing the same techniques that give reproducible results on prepared control samples known to meet the specifications. If the solvent being analyzed is of the type consisting primarily of a single chemical compound or a mixture of two or more such solvents, interpretation of the test results shall take cognizance of the degree of purity of the individual solvents as commercially produced for the paint industry.

2.4.2 Vinyl Paints

Vinyl paints shall be subject to the following adhesion test. When V-766 or V-106 formulations are tested, 5 to 7 mils (dry) shall be spray applied to mild steel panels. The steel panels shall be essentially free of oil or other contaminants that may interfere with coating adhesion. The test panels shall be dry blast cleaned to a White Metal grade which shall be in compliance with SSPC SP 5/NACE 1. The surface shall have an angular profile of 2.0 to 2.5 mils as measured by ASTM D 4417, Method C. When V-102 or V-103 formulations are tested, they shall be spray applied over 1.5 to 2.5 mils (dry) of V-766 or V-106 known to pass this test. When VZ-108 is tested, the coating shall be mixed in its proper proportions and then spray applied to a dry film thickness of 1.5 to 2.5 mils above the blast profile. The VZ-108 shall be top coated with a V-766 known to pass this test. In all cases, the complete system shall have a total dry film thickness of 5 to 7 mils above the blast profile. After being air dried for 2 hours at room temperature, the panel shall be dried in a vertical position for 16 hours at 120 degrees F. After cooling for 1 hour, the panel shall be immersed in tap water at 85 to 90 degrees F for 48 to 72 hours. Immediately upon removal, the panel shall be dried with soft cloth and examined for adhesion as follows: With a pocket knife or other suitable instrument, two parallel cuts at least 1 inch long shall be made 1/4 to 3/8 inch apart through the paint film to the steel surface. A third cut shall be made perpendicular to and passing through the end of the first two. With the tip of the knife blade, the film shall be loosened from the panel from the third cut between the parallel cuts for a distance of 1/8 to 1/4 inch. With the panel being held horizontally, the free end of the paint film shall be grasped between the thumb and forefinger and pulled vertically in an attempt to remove the film as a strip from between the first two cuts. The strip of paint film shall be removed at a rate of approximately 1/10 inch per second and shall be maintained in a vertical position during the process of removal. The adhesion is acceptable if the strip of paint breaks when pulled or if the strip elongates a minimum of 10 percent during its removal. Paints not intended to be self-priming shall exhibit no delamination from the primer.

PART 3 EXECUTION

3.1 CLEANING AND PREPARATION OF SURFACES TO BE PAINTED

3.1.1 General Requirements

Surfaces to be painted shall be cleaned before applying paint or surface treatments. Deposits of grease or oil shall be removed in accordance with SSPC SP 1, prior to mechanical cleaning. Solvent cleaning shall be accomplished with mineral spirits or other low toxicity solvents having a flash point above 100 degrees F. Clean cloths and clean fluids shall be used to avoid leaving a thin film of greasy residue on the surfaces being cleaned. Items not to be prepared or coated shall be protected from damage by the surface preparation methods. Machinery shall be protected against entry of blast abrasive and dust into working parts. Cleaning and painting shall be so programmed that dust or other contaminants from the cleaning process do not fall on wet, newly painted surfaces, and surfaces not intended to be painted shall be suitably protected from the effects of cleaning and painting operations. Welding of, or in the vicinity of, previously painted surfaces shall be conducted in a manner to prevent weld spatter from striking the paint and to otherwise reduce coating damage to a minimum; paint damaged by welding operations shall be restored to original condition. Surfaces to be painted that will be inaccessible after construction, erection, or installation operations are completed shall be painted before they become inaccessible.

3.1.2 Ferrous Surfaces Subject to Atmospheric Exposures

Ferrous surfaces that are to be continuously in exterior or interior atmospheric exposure and other surfaces as directed shall be cleaned by means of power tools or by dry blasting to the brush-off grade. Cleaning and priming shall be done in the shop unless otherwise directed or permitted. Power tool cleaning shall conform to the requirements of SSPC SP 3. Brush-off blast cleaning shall conform to the requirements of SSPC SP 7/NACE 4. Welds and adjoining surfaces within a few inches thereof shall be cleaned of weld flux, spatter, and other harmful deposits by blasting, power impact tools, power wire brush, or such combination of these and other methods as may be necessary for complete removal of each type of deposit. The combination of cleaning methods need not include blasting when preparation of the overall surfaces is carried out by the power tool method. However, brush scrubbing and rinsing with clean water, after mechanical cleaning is completed, will be required unless the latter is carried out with thoroughness to remove all soluble alkaline deposits. Wetting of the surfaces during water-washing operations shall be limited to the weld area required to be treated, and such areas shall be dry before painting. Welds and adjacent surfaces cleaned thoroughly by blasting alone will be considered adequately prepared provided that weld spatter not dislodged by the blast stream shall be removed with impact or grinding tools. All surfaces shall be primed as soon as practicable after cleaning but prior to contamination or deterioration of the prepared surfaces. To the greatest degree possible, steel surfaces shall be cleaned (and primed) prior to lengthy outdoor storage.

3.1.3 Ferrous Surfaces to be Painted with Vinyl or Coal Tar Epoxy

Ferrous surfaces subject to be painted with vinyl or coal tar epoxy shall be dry blast-cleaned to SSPC SP 5. The blast profile, unless otherwise

specified, shall be 1.5 to 2.5 mils as measured by ASTM D 4417, Method C. Appropriate abrasive blast media shall be used to produce the desired surface profile and to give an angular anchor tooth pattern. If recycled blast media is used, an appropriate particle size distribution shall be maintained so that the specified profile is consistently obtained. Steel shot or other abrasives that do not produce an angular profile shall not be used. Weld spatter not dislodged by blasting shall be removed with impact or grinding tools and the areas reblasted prior to painting. Surfaces shall be dry at the time of blasting. Blast cleaning to SSPC SP 5 shall be done in the field and, unless otherwise specifically authorized, after final erection. Within 8 hours after cleaning, prior to the deposition of any detectable moisture, contaminants, or corrosion, all ferrous surfaces blast cleaned to SSPC SP 5 shall be cleaned of dust and abrasive particles by brush, vacuum cleaner, and/or blown down with clean, dry, compressed air, and given the first coat of paint.

3.1.4 Lead-Based Paint Test (LBP)

Test for LBP was conducted on this project. Paint test sample location and the analyses of the test results are listed in paragraph 3.5.

3.2 PAINT APPLICATION

3.2.1 General

The finished coating shall be free from holidays, pinholes, bubbles, runs, drops, ridges, waves, laps, excessive or unsightly brush marks, and variations in color, texture, and gloss. Application of initial or subsequent coatings shall not commence until the Contracting Officer has verified that atmospheric conditions and the surfaces to be coated are satisfactory. Each paint coat shall be applied in a manner that will produce an even, continuous film of uniform thickness. Edges, corners, crevices, seams, joints, welds, rivets, corrosion pits, and other surface irregularities shall receive special attention to ensure that they receive an adequate thickness of paint. Spray equipment shall be equipped with traps and separators and where appropriate, mechanical agitators, pressure gauges, pressure regulators, and screens or filters. Air caps, nozzles, and needles shall be as recommended by the spray equipment manufacturer for the material being applied. Airless-type spray equipment may be used only on broad, flat, or otherwise simply configured surfaces, except that it may be employed for general painting if the spray gun is equipped with dual or adjustable tips of proper types and orifice sizes. Airless-type equipment shall not be used for the application of vinyl paints.

3.2.2 Mixing and Thinning

Paints shall be thoroughly mixed, strained where necessary, and kept at a uniform composition and consistency during application. Paste or dry-powder pigments specified to be added at the time of use shall, with the aid of powered stirrers, be incorporated into the vehicle or base paint in a manner that will produce a smooth, homogeneous mixture free of lumps and dry particles. Where necessary to suit conditions of the surface temperature, weather, and method of application, the paint may be thinned immediately prior to use. Thinning shall generally be limited to the addition of not more than 1 pint per gallon of the proper thinner; this general limitation shall not apply when more specific thinning instructions are provided. Paint that has been stored at low temperature, shall be brought up to at

least 70 degrees F before being mixed and thinned, and its temperature in the spray tank or other working container shall not fall below 60 degrees F during the application. Paint that has deteriorated in any manner to a degree that it cannot be restored to essentially its original condition by customary field-mixing methods shall not be used and shall be removed from the project site. Paint and thinner that is more than 1 year old shall be resampled and resubmitted for testing to determine its suitability for application.

3.2.3 Atmospheric and Surface Conditions

Paint shall be applied only to surfaces that are above the dew point temperature and that are completely free of moisture as determined by sight and touch. Paint shall not be applied to surfaces upon which there is detectable frost or ice. Except as otherwise specified, the temperature of the surfaces to be painted and of air in contact therewith shall be not less than 45 degrees F during paint application nor shall paint be applied if the surfaces can be expected to drop to 32 degrees F or lower before the film has dried to a reasonably firm condition. During periods of inclement weather, painting may be continued by enclosing the surfaces and applying artificial heat, provided the minimum temperatures and surface dryness requirements prescribed previously are maintained. Paint shall not be applied to surfaces heated by direct sunlight or other sources to temperatures that will cause detrimental blistering, pinholing, or porosity of the film.

3.2.4 Time Between Surface Preparation and Painting

Surfaces that have been cleaned and/or otherwise prepared for painting shall be primed as soon as practicable after such preparation has been completed but, in any event, prior to any deterioration of the prepared surface.

3.2.5 Method of Paint Application

Unless otherwise specified, paint shall be applied by brush or spray to ferrous and nonferrous metal surfaces. Special attention shall be directed toward ensuring adequate coverage of edges, corners, crevices, pits, rivets, bolts, welds, and similar surface irregularities. Other methods of application to metal surfaces shall be subject to the specific approval of the Contracting Officer. Paint on plaster, concrete, or other nonmetallic surfaces shall be applied by brush, roller, and/or spray.

3.2.6 Coverage and Film Thickness

Film thickness or spreading rates shall be as specified hereinafter. Where no spreading rate is specified, the paint shall be applied at a rate normal for the type of material being used. In any event, the combined coats of a specified paint system shall completely hide base surface and the finish coats shall completely hide undercoats of dissimilar color.

3.2.6.1 Measurement on Ferrous Metal

Where dry film thickness requirements are specified for coatings on ferrous surfaces, measurements shall be made with a gage qualified in accordance with paragraph Coating Thickness Gage Qualification. They shall be calibrated and used in accordance with ASTM D 1186. They shall be calibrated using plastic shims with metal practically identical in

composition and surface preparation to that being coated, and of substantially the same thickness (except that for measurements on metal thicker than 1/4 inch, the instrument may be calibrated on metal with a minimum thickness of 1/4 inch). Frequency of measurements shall be as recommended for field measurements by ASTM D 1186 and reported as the mean for each spot determination. The instruments shall be calibrated or calibration verified prior to, during, and after each use.

3.2.7 Progress of Painting Work

Where field painting on any type of surface has commenced, the complete painting operation, including priming and finishing coats, on that portion of the work shall be completed as soon as practicable, without prolonged delays. Sufficient time shall elapse between successive coats to permit them to dry properly for recoating, and this period shall be modified as necessary to suit adverse weather conditions. Paint shall be considered dry for recoating when it feels firm, does not deform or feel sticky under moderate pressure of the finger, and the application of another coat of paint does not cause film irregularities such as lifting or loss of adhesion of the undercoat. All coats of all painted surfaces shall be unscarred and completely integral at the time of application of succeeding coats. At the time of application of each successive coat, undercoats shall be cleaned of dust, grease, overspray, or foreign matter by means of airblast, solvent cleaning, or other suitable means. Cement and mortar deposits on painted steel surfaces, not satisfactorily removed by ordinary cleaning methods, shall be brush-off blast cleaned and completely repainted as required. Undercoats of high gloss shall, if necessary for establishment of good adhesion, be scuff sanded, solvent wiped, or otherwise treated prior to application of a succeeding coat. Field coats on metal shall be applied after erection except as otherwise specified and except for surfaces to be painted that will become inaccessible after erection.

3.2.8 Contacting Surfaces

When riveted or ordinary bolted contact is to exist between surfaces of ferrous or other metal parts of substantially similar chemical composition, such surfaces will not be required to be painted, but any resulting crevices shall subsequently be filled or sealed with paint. Contacting metal surfaces formed by high-strength bolts in friction-type connections shall not be painted. Where a nonmetal surface is to be in riveted or bolted contact with a metal surface, the contacting surfaces of the metal shall be cleaned and given three coats of the specified primer. Unless otherwise specified, corrosion-resisting metal surfaces, including cladding therewith, shall not be painted.

3.2.9 Drying Time Prior to Immersion

Minimum drying periods after final coat prior to immersion shall be: epoxy systems at least 5 days, vinyl-type paint systems at least 3 days, and cold-applied coal tar systems at least 7 days. Minimum drying periods shall be increased twofold if the drying temperature is below 65 degrees F and/or if the immersion exposure involves considerable abrasion.

3.2.10 Protection of Painted Surfaces

Where shelter and/or heat are provided for painted surfaces during inclement weather, such protective measures shall be maintained until the paint film

has dried and discontinuance of the measures is authorized. Items that have been painted shall not be handled, worked on, or otherwise disturbed until the paint coat is fully dry and hard. All metalwork coated in the shop or field prior to final erection shall be stored out of contact with the ground in a manner and location that will minimize the formation of water-holding pockets; soiling, contamination, and deterioration of the paint film, and damaged areas of paint on such metalwork shall be cleaned and touched up without delay. The first field coat of paint shall be applied within a reasonable period of time after the shop coat and in any event before weathering of the shop coat becomes extensive.

3.2.11 Vinyl Paints

3.2.11.1 General

Vinyl paints shall be spray applied, except that areas inaccessible to spraying shall be brushed. All of the vinyl paints require thinning for spray application except the zinc-rich vinyl paint (Formula VZ 108d) which will normally require thinning only under certain weather conditions. Thinners for vinyl paints shall be as follows:

APPROXIMATE AMBIENT AIR TEMPERATURE(Degrees F)	
Below 50	MEK
50 - 70	MIBK
Above 70	MIAC

The amount of thinner shall be varied to provide a wet spray and avoid deposition of particles that are semidry when they strike the surface. Vinyl paints shall not be applied when the temperature of the ambient air and receiving surfaces is less than 35 degrees F nor when the receiving surfaces are higher than 125 degrees F. Each spray coat of vinyl paint shall consist of a preliminary extra spray pass on edges, corners, interior angles, pits, seams, crevices, junctions of joining members, rivets, weld lines, and similar surface irregularities followed by an overall double spray coat. A double spray coat of vinyl-type paint shall consist of applying paint to a working area of not less than several hundred square feet in a single, half-lapped pass, followed after drying to at least a near tack-free condition by another spray pass applied at the same coverage rate and where practicable at right angles to the first. Rivets, bolts, and similar surface projections shall receive sprayed paint from every direction to ensure complete coverage of all faces. Pits, cracks, and crevices shall be filled with paint insofar as practicable, but in any event, all pit surfaces shall be thoroughly covered and all cracks and crevices shall be sealed off against the entrance of moisture. Fluid and atomization pressures shall be kept as low as practicable consistent with good spraying results. Unless otherwise specified, not more than 2.0 mils, average dry film thickness, of vinyl paint shall be applied per double spray coat. Except where otherwise indicated, an undercoat of the vinyl-type paint may receive the next coat any time after the undercoat is tack-free and firm to the touch, provided that no speedup or delay in the recoating schedule shall cause film defects such as sags, runs, air bubbles, air craters, or poor intercoat adhesion. Neither the prime coat nor any other coat shall be walked upon or be subjected to any other abrading action until it has hardened sufficiently to resist mechanical damage.

3.2.11.2 Vinyl Zinc-Rich Primer

Primer shall be field mixed combining components A, B, and C. Mixing shall be in accordance with label instructions. After mixing, the paint shall be kept covered at all times to avoid contamination and shall be applied within 8 days after it is mixed. When the ambient and/or steel temperature is below about 80 degrees F, the paint will not normally require thinning; however, the paint shall at all times contain sufficient volatiles (thinners) to permit it to be satisfactorily atomized and to provide a wet spray and to avoid deposition of particles that are semidry when they reach the surface. The paint shall be stirred continuously during application at a rate that will prevent the zinc dust from settling. When spraying is resumed after any interruption of longer than 15 minutes, the entire length of the material hose shall be whipped vigorously until any settled zinc is redispersed. Long periods of permitting the paint to remain stagnant in the hose shall be avoided by emptying the hoses whenever the painting operation is to be suspended for more than 1 hour. The material (paint) hoses shall be kept as short as practicable, preferably not more than 50 feet in length. Equipment used for spraying this zinc primer shall not be used for spraying other vinyl-type paints without first being thoroughly cleaned, since many of the other paints will not tolerate zinc contamination; no type of hot spray shall be used. An average dry film thickness of up to 2.5 mils may be applied in one double-spray coat. Unless specifically authorized, not more than 8 days shall elapse after application of a VZ-108d zinc-rich coat before it receives a succeeding coat.

3.2.11.3 Vinyl Paints

Vinyl Paints (Formulas V-102e, V-103c, V-106d, and V-766e) are ready-mixed paints designed to be spray applied over a wide range of ambient temperatures by field thinning with the proper type and amount of thinner. For spray application, they shall be thinned as necessary up to approximately 25 percent (1 quart per gallon of base paint) with the appropriate thinner; when ambient and steel temperatures are above normal, up to 40-percent thinning may be necessary for satisfactory application.

3.2.12 Coal Tar-Epoxy (Black) Paint (Formula C-200a)

3.2.12.1 Mixing

Component B shall be added to previously stirred Component A and thoroughly mixed together with a heavy-duty mechanical stirrer just prior to use. The use of not more than 1 pint of xylene thinner per gallon of paint will be permitted to improve application properties and extend pot life. The pot life of the mixed paint, extended by permissible thinning, may vary from 2 hours in very warm weather to 5 or more hours in cool weather. Pot life in warm weather may be extended by precooling the components prior to mixing; cooling the mixed material; and/or by slow, continuous stirring during the application period. The mixed material shall be applied before unreasonable increases in viscosity take place.

3.2.12.2 Application

Spray guns shall be of the conventional type equipped with a fluid tip of approximately 0.09 inch in diameter and external atomization, seven-hole air cap. Material shall be supplied to the spray gun from a bottom withdrawal pot or by means of a fluid pump; hose shall be 1/2 inch in diameter.

Atomization air pressure shall not be less than 80 psi. High-pressure airless spray equipment may be used only on broad, simply configured surfaces. Brush application shall be with a stiff-bristled tool heavily laden with material and wielded in a manner to spread the coating smoothly and quickly without excessive brushing. The coverage rate of the material is approximately 110 square feet per gallon per coat to obtain 20 mils (dry thickness) in a two-coat system. The paint shall flow together and provide a coherent, pinhole-free film. The direction of the spray passes (or finish strokes if brushed) of the second coat shall be at right angles to those of the first where practicable.

3.2.12.3 Subsequent Coats

Except at the high temperatures discussed later in this paragraph, the drying time between coal tar-epoxy coats shall not be more than 72 hours, and application of a subsequent coat as soon as the undercoat is reasonably firm is strongly encouraged. Where the temperature for substrate or coating surfaces during application or curing exceeds or can be expected to exceed 125 degrees F as the result of direct exposure to sunlight, the surfaces shall be shaded by overhead cover or the interval between coats shall be reduced as may be found necessary to avoid poor intercoat adhesion. Here, poor intercoat adhesion is defined as the inability of two or more dried coats of coal tar-epoxy paint to resist delamination when tested aggressively with a sharp knife. Under the most extreme conditions involving high ambient temperatures and sun-exposed surfaces, the drying time between coats shall not exceed 10 hours, and the reduction of this interval to a few hours or less is strongly encouraged. Where the curing time of a coal tar-epoxy undercoat exceeds 72 hours of curing at normal temperatures, 10 hours at extreme conditions, or where the undercoat develops a heavy blush, it shall be given one of the following treatments before the subsequent coat is applied:

- a. Etch the coating surface lightly by brush-off blasting, using fine sand, low air pressure, and a nozzle-to-surface distance of approximately 3 feet.
- b. Remove the blush and/or soften the surface of the coating by wiping it with cloths dampened with 1-methyl-2-pyrrolidone. The solvents may be applied to the surface by fog spraying followed by wiping, but any puddles of solvent must be mopped up immediately after they form. The subsequent coat shall be applied in not less than 15 minutes or more than 3 hours after the solvent treatment.

3.2.12.4 Ambient Temperature

Coal tar-epoxy paint shall not be applied when the receiving surface or the ambient air is below 50 degrees F nor unless it can be reasonably anticipated that the average ambient temperature will be 50 degrees F or higher for the 5-day period subsequent to the application of any coat.

3.2.12.5 Safety

In addition to the safety provisions in paragraph SAFETY AND HEALTH PROVISIONS, other workmen as well as painters shall avoid inhaling atomized particles of coal tar-epoxy paint and contact of the paint with the skin.

3.3 PAINT SYSTEMS APPLICATION

The required paint systems and the surfaces to which they shall be applied are shown in this paragraph, and/or in the drawings. Supplementary information follows.

3.3.1 Surface Preparation

The method of surface preparation and pretreatment shown in the tabulation of paint systems is for identification purposes only. Cleaning and pretreatment of surfaces prior to painting shall be accomplished in accordance with detailed requirements previously described.

3.3.2 System No. 2

The first coat shall be brush or spray applied in the shop or field as indicated at a maximum spreading rate of 500 square feet per gallon and touched up in the field as necessary to maintain its integrity at all times. The second or third coats of the system shall be applied in the field at a maximum spreading rate of 450 square feet per gallon. Prior to applying field coats, all field welds, other bare metal, and damaged areas of the shop-primed surfaces shall be cleaned and primed as previously specified except that application shall be by brush.

3.3.3 System No. 5-E-Z

Paint shall be spray applied to an average dry film thickness of a minimum of 7.0 mils for the completed system, and the thickness at any point shall not be less than 5.5 mils. The dry film thickness of the zinc-rich primer shall be approximately 2.5 mils. The specified film thickness shall be attained in any event, and any extra coats needed to attain the specified thickness shall be applied at no additional cost to the Government. Attaining the specified film thickness by applying fewer than the prescribed number of coats or spray passes will be acceptable provided heavier applications do not cause an increase in pinholes, bubbles, blisters, or voids in the dried film and also provided that not more than 2.0 mils (dry film thickness) per double spray coat nor more than 1.0 mil per single spray pass of nonzinc paint shall be applied at one time.

3.3.4 System No. 6

Paint shall be spray or brush applied with a minimum of two coats to provide a minimum total thickness at any point of 16 mils. The specified film thickness shall be attained in any event, and any additional (beyond two) coats needed to attain specified thickness shall be applied at no additional cost to the Government.

3.4 PAINTING SCHEDULES

SYSTEM NO. 2

Items or surfaces to be coated: Ferrous surfaces of underside of machinery platform and base

SURFACE PREPARATION	1st COAT	2nd COAT	3rd COAT
Alternate 1 Power tool or brush-off blast cleaning	SSPC Paint 25 Type I	P-38 (Aluminum)	P-38 (Aluminum)
Alternate 2 Commercial blast cleaning	SSPC Paint 25 Type II	P-38 (Aluminum)	P-38 (Aluminum)

SYSTEM NO. 5-E-Z

Items or surfaces to be coated: Ferrous surfaces of tainter gates including exposed surfaces of stainless steel bolts, nuts and washers except the hitch blocks

SURFACE PREPARATION	1st COAT	2nd COAT	3rd COAT	4th COAT
White metal blast cleaning	Vinyl zinc- rich VZ-108d (double spray coat)	Gray Vinyl V-766e (double spray coat)	White Vinyl V-766e (double spray coat)	Gray Vinyl V-766e (double spray coat)

SYSTEM NO. 6

Items or surfaces to be coated: Tainter Gate Hitch Blocks

SURFACE PREPARATION	1st COAT	2nd COAT	3rd COAT
White metal blast cleaning	Coal tar- epoxy C-200a (black)	Coal tar- epoxy C-200a (black)	Coal tar- epoxy C-200a (black) (if needed to attain required thickness)

3.5 LEAD BASED PAINT TEST (LBP) REPORT OF FINDINGS

Paint test locations and results of the tests are as follows:

Sample	Analysis	Concentration	Units
Trunnion Anchorage Paint	Total Lead	168	mg/Kg
Gate Arm Paint	Total Lead	239	mg/Kg
Machinery Support Paint	Total Lead	216,000	mg/Kg
Upstream Skin Plate	Total Lead	391	mg/Kg

Mg/Kg: milligrams per kilogram

-- End of Section --

SECTION 13110

CATHODIC PROTECTION SYSTEM (SACRIFICIAL ANODE)

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM F 593	(2002e2) Specifications of Stainless Steel Bolts, Hex Cap Screws, and Studs.
ASTM F 594	(2002) Specifications for Stainless Steel Nuts.
ASTM B 843	(1993; R 2003) Magnesium Alloy Anodes for Cathodic Protection
ASTM D 1248	(2004) Polyethylene Plastics Molding and Extrusion Materials

NACE INTERNATIONAL (NACE)

NACE RP0169	(2002) Control of External Corrosion on Underground or Submerged Metallic Piping Systems
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NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	(2002) National Electrical Code
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1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings
Drawings ; G,

Six copies of detail drawings consisting of a complete list of equipment and material including manufacturer's descriptive and technical literature, catalog cuts, results of system design calculations including soil-resistivity, installation instructions. Detail drawings shall contain complete wiring and schematic diagrams and any other details required to

demonstrate that the system has been coordinated and will function properly as a unit.

SD-03 Product Data
Equipment; G

Within 30 days after receipt of notice to proceed, an itemized list of equipment and materials including item number, quantity, and manufacturer of each item. The list shall be accompanied by a description of procedures for each type of testing and adjustments, including testing of coating for thickness and holidays. Installation of materials and equipment shall not commence until this submittal is approved.

Spare Parts

Spare parts data for each different item of material and equipment specified, after approval of detail drawings and not later than six (6) months prior to the date of beneficial occupancy. The data shall include a complete list of parts, special tools, and supplies, with current unit prices and source of supply

1.3 GENERAL REQUIREMENTS

The Contractor shall remove the existing magnesium anodes on the tainter gates and then after the gates have been cleaned, sandblasted, and painted; new replacement anodes shall be installed as indicated on the drawings and as specified. After anodes are removed they will be disposed of at a storage area near the dock at Lock & Dam 5 or as directed by the Contracting Officer. The Contractor shall furnish and install a complete, operating, sacrificial anode cathodic protection system in complete compliance with NFPA 70, NACE, with all applicable Federal, State, and local regulations and with minimum requirements of this contract. The services required include installation of a cathodic protection system, using sacrificial anodes for cathodic protection of the tainter gate. The cathodic protection system shall include anodes and any other equipment required for a complete operating system providing the NACE criteria of protection as specified.

PART 2 PRODUCTS

2.1 MAGNESIUM ANODES

2.1.1 Anode Composition

Anodes shall be of high-potential magnesium alloy, made of primary magnesium obtained from sea water or brine, and not made from scrap metal. Magnesium anodes shall conform to ASTM B 843 and to the following analysis (in percents) otherwise indicated:

Aluminum, max.	0.010
Manganese, max.	0.50 to 1.30
Zinc	0.05
Silicon, max.	0.05
Copper, max.	0.02
Nickel, max.	0.001
Iron, Max.	0.03
Other impurities, max.	0.05 each or 0.3 max. total
Magnesium	Remainder

The Contractor shall furnish spectrographic analysis on samples from each heat or batch of anodes used on this project.

2.2 MISCELLANEOUS MATERIALS

The Contractor shall furnish and install anode studs and bolts of the sizes and types indicated on the drawings, including nuts and washers as required. Wherever these specifications call for studs or bolts, it shall be understood that nuts and washers, as required, are also called for.

2.2.1 Studs

Anode studs shall be stainless steel conforming to ASTM F 593, Group 1.

2.2.2 Bolts

Anode bolts shall be stainless steel conforming to ASTM F 593, Group 1.

2.2.3 Nuts

Nuts for anode studs and anode bolts shall be stainless steel conforming to ASTM F 594, Group 1.

2.2.4 Lock Washers

Lock washers for anode studs and anode bolts shall be made from corrosion resistant steel conforming to ASTM A 313, Type 304.

2.2.5 Rubber Insulation

The rubber insulation shall be molded only, and the material shall be compounded of Neoprene and shall contain reinforcing carbon black, zinc oxide, accelerators, antioxidants, vulcanizing agents and plasticizers. The size and form shall be as recommended by the manufacturer of the magnesium anodes. The slab anodes should be ordered with a plastisol coating, where available, to serve as a current barrier shield.

PART 3 EXECUTION

3.1 REMOVAL OF EXISTING ANODES AND ANODE STUDS

The existing anodes shall be removed prior to cleaning and preparation of surfaces to be painted. The existing anode studs shall be removed and new Contractor furnished studs shall be installed. It shall be permissible for the Contractor to not replace any existing anode stud that is not physically damaged and that has threads that can be cleaned to accept a nut and washer.

3.2 ANODE STORAGE AND INSTALLATION

3.2.1 Anode Storage

Storage area for magnesium anodes will be designated by the Contracting Officer. If anodes are not stored in a building, tarps or similar protection should be used to protect anodes from inclement weather.

3.3 INSTALLATION OF NEW ANODE STUDS AND BOLTS

Prior to beginning the painting operations, the Contractor shall furnish and install new studs on the tainter gates as necessary to replace studs at existing anode locations. The studs for attaching anodes shall be wrapped or otherwise protected to prevent paint from coating the surface of the studs; if any anode stud is defective or damaged during installation, it shall be removed and replaced with a new stud at the expense of the Contractor.

3.3.1 Anode Installation

The drawings indicate the locations for the installation of the cathodic protection equipment. Deviations from the drawings shall be approved by the Contracting Officer. Anodes of the size specified shall be installed at the locations shown. Locations may be changed to clear obstructions with the approval of the Contracting Officer. After the painting operation has been completed the anodes shall be installed as indicated in a dry condition. Anodes shall be installed in sufficient number and of the required type, size, and spacing to obtain a uniform current distribution over the surface of the structure. Each anode shall be securely attached to the surface as indicated on the drawings. Slab anodes shall be attached to the gate by using carbon steel bolts for bolt-on attachment unless otherwise noted by the manufacturer. If in the opinion of the Contracting Officer, any new anode is defective, the anode shall not be installed; if any anode is damaged during installation, the damaged anode shall be removed and replaced by a new anode of the same size and type at the expense of the Contractor. After the painting operation has been completed and anodes have been installed, the plastic coating on the anodes shall be removed from the exposed face and all four sides as indicated on the drawings and as directed by the Contracting Officer.

3.3.2 Installation Details

Details shall conform to the requirements of this specification. Details shown on the drawings are indicative of the general type of material required, and are not intended to restrict selection to material of any particular manufacturer.

3.4 SPARE PARTS

After approval of shop drawings, and not later than three (3) months prior to the date of beneficial occupancy, the Contractor shall furnish spare parts data for each different item of material and equipment specified; twenty (20) 44lb. and ten (10) 7.5 lb. spare anodes shall be furnished along with nuts, bolts, studs, washers and all other materials specified. The data shall include a complete list of parts, special tools, and supplies, with current unit prices and source of supply. In addition, the Contractor shall supply information for material and equipment replacement for all other components of the complete system, including anodes and any other components not listed above.

-- End of Section --